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CLERK, U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY AP

Fee Paid

Elmer Alvaro,
2118 Crenshaw Blvd.
Los Angeles, California
Postal Zone 90026
323-770-6433

In Pro Se

THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

N/S
DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS TRUSTEE,
OF THE HOME EQUITY
MORTGAGE LOAN ASSET-
BACKED TRUST SERIES INABS
2007-B, HOME EQUITY
MORTGAGE LOAN ASSET-
BACKED CERTIFICATES, SERIES
INABS 2007-B UNDER THE
POOLING AND SERVICING
AGREEMENT DATED JUNE 1, 2007

Plaintiff

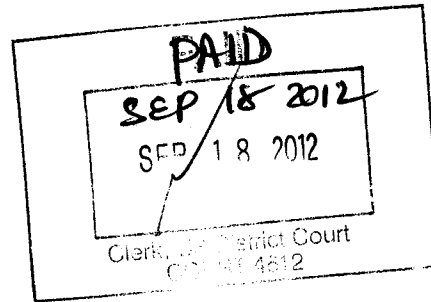
vs.

Elmer Alvaro, Daniel Perez, Paola
Valverde, Mario Rivas, Griselda Nava;
and DOES 1 to 20, Inclusive.

Defendants

CV12-08028-DDP(Ex)
State Case No. 12UO9923

VERIFIED NOTICE OF MOTION
AND NOTICE OF REMOVAL OF
CASE NO. 12UO9923, FROM THE
SUPERIOR COURT OF THE STATE
OF CALIFORNIA IN AND FOR THE
COUNTY OF LOS ANGELES TO
THIS HONORABLE UNITED
STATES DISTRICT COURT FOR
THE STATE OF CALIFORNIA
FRCP Section 1331, 1441, 1443, 1447
(a)



NOTICE OF CIVIL RIGHTS REMOVAL

PLEASE TAKE NOTICE: That Defendant Elmer Alvaro, in the above-entitled action hereby timely removes from the SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR COUNTY OF LOS ANGELES, its Civil Case No 12UO9923, to this above-named UNITED STATES DISTRICT COURT FOR THE STATE OF CALIFORNIA.

CAUSES AND CLAIMS THAT ARE REMOVABLE

This is a case regarding several Federal Questions of great public interests that will qualify it to go to the United States Supreme Court, if necessary. The Federal Questions are related to:

1. The original 1787 A.D. Constitution for the United States of America, and its Supremacy Clause found at Article VI, paragraph 2, which specifically addresses "judges in every state."
2. The original United States Land Patent that transferred all sovereign, allodial land ownership, rights, title, interest, estate, use, and control formerly held by the government of the United States of America to the private sector WITHOUT any such rights being transferred OR reserved to the State of California or its Superior Court, leaving it in the clear, total, and complete absence of all Subject Matter Jurisdiction. And,
3. The Uniform Commercial Code (U.C.C.) procedures as they relate to the OFFER TO PAY that was timely made.

FEDERAL QUESTION JURISDICTION is "the District Court shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States." 28 U.S.C. Section 1331.

"[A]ny civil action brought in a state court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the District Court of the United States for the district and division

embracing the place was this action is pending. For purposes of removal under this chapter, the citizenship of defendants sued under fictitious names shall be disregarded." 28 U.S.C. Section 1441 (a).

"Any civil action of which the district courts have original jurisdiction founded upon a claim or right arising under the Constitution, treaties, or laws of the United States, shall be removable without regard to the citizenship or residence of the parties." 28 U.S.C. Section 1441 (b).

"Whenever a separate and independent claim or cause of action in the jurisdiction conferred by section 1331 of this title is joined with one or more otherwise non-removable claims, or causes of action, the entire case may be removed and the District Court may determine all issues therein,. . ." 28 U.S.C. Section 1441 (c).

The right to remove the case from state to federal court is vested exclusively in "the defendant or the defendants," 28 U.S.C. Section 1441 (a); 28 U.S.C. Section 1446 (A). See also *Shamrock oil and gas Corp. v. Sheets*, 313 U.S. 100, 61 S.Ct. 868 (1941). Whereas the presence or absence of federal question jurisdiction is governed by the "well pleaded complaint rule," which provides that federal jurisdiction exists only when a federal question is present on the face of the plaintiffs properly pleaded complaint." *Caterpillar, Inc. v. Williams*, 482 U. S. 386, 391, 107 S.Ct. 2425, 96 L.ED. 2d 318 (1987).

Federal Question Jurisdiction for this Action stems from the original, 1787 A.D. Constitution for the United States of America, and the related 1791 A.D. Bill of Rights, also known at the first Ten Amendments. More specific Federal Question Jurisdiction regarding the related Compulsory Cross-Complaint, is found in the First, Tenth, Fifth, Seventh, and Tenth Amendments of the above-mentioned Constitution, according to their original words and the original meaning of those words, which would indicate the intent of the original founding-father lawmakers. Federal Question Jurisdiction also stems from the SUPREMACY CLAUSE of the above-mentioned Constitution, found at

Article VI, paragraph 2, and also found in the constitutionally valid "treaties of the United States," i.e. the 1848 A.D. International Treaty of Guadalupe Hidalgo, and its Protocol of Queretaro, and the related "laws of the United States," i.e. the United States Congressional Township Survey laws, and United States Land Patent laws, along with 230 years of United States Supreme Court written Common-Law decisions that identify the United States Land Patent document as either [1] a FOREVER "recognition," document of a former English, French, Spanish or Mexican Land Grant, or [2] a FOREVER "quitclaim transfer," of ALL sovereign, allodial, Public Domain Land ownership rights, title, and interest, held in trust by the United States [government] to be FOREVER Quitclaim transferred to the Sovereign People of America, and to the American railroads, with absolutely no sovereign allodial rights, title, or interest being transferred to ANY original, underlying, constitutionally valid state, county, parish, city, or town governments, OR to ANY subsequent, overlapping federal, corporate State, County, Parish, City, or Town quasi-governments, clearly declared on such "recognition," or "quit claim transfer," United States Land Patent. Plaintiffs thus hereby Declare that the above-mentioned Supremacy Clause, "treaties and laws of the United States," supersede and trump any and ALL state constitutions, state laws, statutes, ordinances, codes, resolutions, rules, and regulations, that may be cited, as well as ANY act by any State Legislative Department, Executive Department, or Judicial Department, as is the case hereinafter Presented.

Removal is requested pursuant to the jurisdiction placed on the federal court by 28 U.S.C. Section 1446 (a) et seq. It is particularly appropriate.

Under 28 U.S.C.A. Section 1446 (a) "A defendant or defendants design to remove any civil action or criminal prosecution from a state court shall file in the District Court of the United States for the district and division within which such action is pending a notice of removal signed pursuant to Rule 11 of the federal Rules of Civil Procedure and containing a short and plain statement of the grounds

1 for removal, together with a copy of all processes, pleadings, and orders served
2 upon the defendant or defendants in such action." 28 U.S.C. Section 1446 (a).

3 "In any case removed from the State court, the District Court may issue all
4 necessary orders and process to bring before in all proper parties whether served
5 by process issued by the state quarter otherwise." 28 U.S.C. Section 1446 (a).

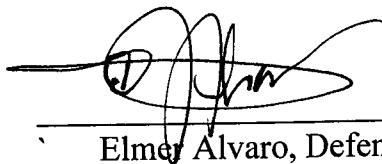
6 That it is not only appropriate, but it is necessary in the interest of justice, that the
7 subject case be removed from the state to the federal court, not only because Elmer
8 Alvaro, justifiably fears that local prejudices will affect the burden of defending against
9 the false allegations and fraudulent charges, but past experience has created the
10 perception that the State court is either incompetent or incapable of operating without-
11 prejudice, as Elmer Alvaro herein alleges that he has admissible evidence of Facts for
12 the Fact Finder Jury of their land owner peers that absolutely no STATE OF
13 CALIFORNIA legislative, executive, or judicial department has any competent
14 jurisdiction to render any type of binding authority over private land that was located
15 within an original United States Land Patented land.

16 WHEREFORE, Elmer Alvaro, hereby request that the subject State court action
17 be removed to this United States District Court for California.

18 Pursuant to Rule 11 of the Federal Rules of Civil Procedure, I, Elmer Alvaro,
19 hereby certify that I have read the contents of this Notice of Removal and to the best of
20 My knowledge, which is based on a reasonable investigation, believe that it is well
21 grounded in fact and law and should remain in the interest of judicial economy; "and
22 that it is not interposed for any improper purpose, such as to harass or to cause
23 unnecessary delay or needless increase in the cost of litigation, but is in the
24 furtherance of justice."

25 A true and correct copy of all process, and pleadings, served upon Elmer Alvaro,
26 in the state court action are attached and set forth in full by this reference.
27
28

Executed by the voluntary act of My own hand in Los Angeles Township, the
California Republic, and dated this ~~tenth~~ ^{EIGHTEENTH} day of the ninth month, in the year two
thousand and twelve, Anno Domini, in the two-hundred and thirty-sixth year of the
Independence of America.

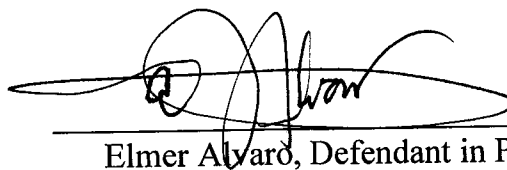

Elmer Alvaro, Defendant in Pro Se

VERIFICATION

I, the undersigned, declare that: I has read the foregoing **VERIFIED NOTICE
OF REMOVAL OF CASE NO. 12UO9923, FROM THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS
ANGELES TO THIS HONORABLE UNITED STATES DISTRICT COURT FOR
THE STATE OF CALIFORNIA**, and know the contents thereof.

I am a party to the above entitled action or proceeding, and certify that the
matters stated therein are facts of My own knowledge.

I declare under the penalty of perjury of the Laws of the California Republic state
and *these* United States of the America, that the foregoing is correct and complete to the
best of My knowledge, information, and belief, and that this Verification is executed by
the voluntary act of My own hand in Los Angeles Township, the California Republic,
and dated this ~~tenth~~ ^{EIGHTEENTH} day of the ninth month, in the year two thousand and eleven, Anno
Domini, in the two-hundred and thirty-sixth year of the Independence of America.


Elmer Alvaro, Defendant in Pro Se

ATTACHED LIST OF DEFENDANT/INTERESTED PARTIES

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee.

Elmer Alvaro.

PROOF OF SERVICE MY MAIL

In the California Republic free state, in COUNTY OF SAN BERNARDINO.

I, the undersigned, herein declare that I am over the age of eighteen years and not a party to the within entitled action.

I hereby declare under the penalty of perjury of the California Republic state and these United States of America, that I served the foregoing document entitled **VERIFIED NOTICE OF REMOVAL OF CASE NO. 12UO9923, FROM THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES TO THIS HONORABLE UNITED STATES DISTRICT COURT FOR THE STATE OF CALIFORNIA**, on the opposing party(ies) by SERVICE BY MAIL, with postage fully paid, and deposited in a mail box serviced by the United States Postal Service, and addressed as follows:

**DESS RICHARDSON, Esquire
RICHARD SONTAG, Esquire
RUZICKA & WALLACE, LLP
16520 Bake Parkway, Suite 280
Irvine, California 92618**

I declare under the penalty of perjury of the Laws of the California Republic state and these United States of the America, that the foregoing is correct and complete to the best of my knowledge, information and belief, and that this declaration is executed by the voluntary act of my own hand in San Bernardino County, and is dated this eighteenth day of the ninth month, in the year two thousand and twelve, Anno Domini, in the two-hundred and thirty-sixth year of the Independence of the America.

SU. MONS
(CITACION JUDICIAL)
UNLAWFUL DETAINER—EVICTION
(RETENCIÓN ILÍCITA DE UN INMUEBLE—DESALOJO)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

ELMER ALVARO, DANIEL PEREZ, PAOLA VALVERDE, MARIO RIVAS, GRISELDA NAVA; and DOES 1 to 20, inclusive

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

DEUTSCHE BANK (SEE ATTACHMENT)

You have 5 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

Tiene 5 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte esté cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

1. The name and address of the court is:
(EI nombre y dirección de la corte es):
SUPERIOR COURT OF CALIFORNIA, LOS ANGELES COUNTY
111 NORTH HILL ST.

CASE NUMBER:
(Número del caso):

12609923

LOS ANGELES, CA 90012
STANLEY MOSK COURTHOUSE -LIMITED CIVIL

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(EI nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
DESS RICHARDSON, ESQ.
RUZICKA & WALLACE, LLP (SBN #269540)
16520 BAKE PKWY., SUITE 280
IRVINE, CA 92618

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400–6415) ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

Date:
(Fecha)

8-2-2012

Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

4. **NOTICE TO THE PERSON SERVED:** You are served

- a. ☒ as an individual defendant.
b. ☐ as the person sued under the fictitious name of (specify):
c. ☐ as an occupant
d. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ CCP 415.46 (occupant) ☐ other (specify):

5. ☐ by personal delivery on (date):

PETITIONER/PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS RESPONDENT/DEFENDANT: ELMER ALVARO, DANIEL PEREZ, PAOLA VALVERDE, MARIO RIVAS

CASE NUMBER:

PLAINTIFF:

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF THE HOME EQUITY MORTGAGE
LOAN ASSET-BACKED TRUST SERIES INABS 2007-B, HOME EQUITY MORTGAGE LOAN ASSET-
BACKED CERTIFICATES, SERIES INABS 2007-B UNDER THE POOLING AND SERVICING
AGREEMENT DATED JUNE 1, 2007

1 **Dess Richardson, Esq. (State Bar Number 269540)**
2 **Richard Sontag, Esq., (State Bar Number 108652)**
3 **RUZICKA & WALLACE, LLP**
4 16520 Bake Parkway, Suite 280
5 Irvine, CA 92618
6 Telephone: (949) 759-1080
7 Facsimile: (949) 759-6813

8 Attorneys for Plaintiff, **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF**
9 **THE HOME EQUITY MORTGAGE LOAN ASSET-BACKED TRUST SERIES INABS 2007-B,**
10 **HOME EQUITY MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES INABS 2007-B**
11 **UNDER THE POOLING AND SERVICING AGREEMENT DATED JUNE 1, 2007**

12 **SUPERIOR COURT OF CALIFORNIA**

13 **COUNTY OF LOS ANGELES, STANLEY MOSK COURTHOUSE -LIMITED CIVIL**

14	DEUTSCHE BANK NATIONAL TRUST) Case No.:) LIMITED CIVIL CASE) COMPLAINT FOR UNLAWFUL DETAINER) AMOUNT DEMANDED DOES NOT EXCEED) \$10,000) (Foreclosure)) Action based on Code of Civil Procedure) Section 1161a
15	COMPANY, AS TRUSTEE OF THE HOME	
16	EQUITY MORTGAGE LOAN ASSET-BACKED	
17	TRUST SERIES INABS 2007-B, HOME	
18	EQUITY MORTGAGE LOAN ASSET-BACKED	
19	CERTIFICATES, SERIES INABS 2007-B	
20	UNDER THE POOLING AND SERVICING	
21	AGREEMENT DATED JUNE 1, 2007,	
22	Plaintiff,	
23	vs.	
24	ELMER ALVARO, DANIEL PEREZ, PAOLA) Defendants.
25	VALVERDE, MARIO RIVAS, GRISELDA	
26	NAVA; and DOES 1 to 20, inclusive,	
27	Defendants.	

28 Plaintiff alleges:

1. Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF
THE HOME EQUITY MORTGAGE LOAN ASSET-BACKED TRUST SERIES INABS 2007-B,
HOME EQUITY MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES INABS 2007-B
UNDER THE POOLING AND SERVICING AGREEMENT DATED JUNE 1, 2007, is the owner
of and entitled to immediate possession of the real property located at **2118 CRENSHAW BLVD.,**
LOS ANGELES, CA 90016 (hereinafter, the "Property").

///

1 2. Defendant(s), and each of them, including ELMER ALVARO, DANIEL PEREZ,
2 PAOLA VALVERDE, MARIO RIVAS, GRISELDA NAVA, are in possession of the Property.

3 3. This court is the proper court for this action because: (a) Each Defendant resides
4 and/or conducts business in the area served by this Court; (b) The Property is located in the area
5 served by this Court; and (c) The amount of damages claimed in this action does not exceed
6 \$10,000.00.

7 4. Plaintiff is informed and believes and thereon alleges that the Defendant(s), and
8 each of them, are, and at all times herein mentioned, were residents of the County of LOS
9 ANGELES, State of California, and reside within the jurisdictional boundaries of this Court.

10 5. The true names and capacities of Does 1 through 20, inclusive, are presently
11 unknown to Plaintiff, who therefore sues such Defendant(s) under such fictitious names pursuant
12 to Section 474 of the Code of Civil Procedure. Plaintiff is informed and believes, and on such
13 information and belief, alleges that each such "Doe" Defendant is in possession of the Property,
14 without the permission or consent of Plaintiff, and Plaintiff will amend this complaint to state the
15 true names and capacities of said Defendant(s) when the same have been ascertained.

16 6. Plaintiff is informed and believes, and thereon alleges that the Defendant(s) and
17 each of them, are, and at all times mentioned herein were, the agent, servant and employee of
18 each of the other Defendant(s), and in doing the things herein alleged, were acting within the
19 course and scope of said agency and employment.

20 7. On December 28, 2011, Plaintiff purchased the Property at a foreclosure sale held
21 in accordance with Section 2924 of the Civil Code under power of sale contained in a deed of
22 trust, and title under the sale has been duly perfected in Plaintiff by the recording of a Trustee's
23 Deed Upon Sale in the Official Records, County of LOS ANGELES. A true and correct copy of
24 the Trustee's Deed Upon Sale is attached to this complaint as Exhibit "A" and incorporated
25 herein by this reference.

26 ///

27 ///

28 ///

FIRST CAUSE OF ACTION

(Unlawful Detainer)

(Against ELMER ALVARO and DOES 1-20)

8. Plaintiff incorporates the allegations set forth in paragraphs 1 through 7 inclusive of this complaint as if fully set forth herein again.

9. On January 15, 2012, Defendant(s), and each of them, were served with a three-day written notice to quit and deliver up possession of the Property to Plaintiff ("Notice"). The Notice was served in accordance with Code of Civil Procedure section 1162. True and correct copies of the Notice and Proof of Service thereof are attached to this complaint collectively as Exhibit "B" and incorporated herein by this reference.

10. More than three (3) days have elapsed since the service of the Notice, but Defendant(s), and each of them, have failed and refused to deliver up possession of the Property to Plaintiff.

11. Defendant(s), and each of them, remain in possession of the Property without Plaintiff's permission or consent.

12. On information and belief, Defendant(s) are not tenants or subtenants.

13. The reasonable rental value of the use and occupancy of the Property is not less than \$56.66 per day. Damages to Plaintiff caused by Defendant(s)' unlawful detention of the Property have accrued since January 19, 2012 and will continue to accrue so long as Defendant(s) remain in possession of the Property.

SECOND CAUSE OF ACTION

(Unlawful Detainer)

(Against DANIEL PEREZ, PAOLA VALVERDE, MARIO RIVAS,

GRISELDA NAVA and DOES 1 to 20)

14. Plaintiff incorporates the allegations set forth in paragraphs 1 through 7 inclusive of this complaint as if fully set forth herein again.

15. On information and belief, defendants DANIEL PEREZ, PAOLA VALVERDE, MARIO RIVAS, GRISELDA NAVA and DOES 1 to 20 (hereafter, "Tenants") are tenants or

1 subtenants of the prior owner of the Property, ELMER ALVARO.

2 16. On information and belief, the Property is subject to the City of Los Angeles
3 Foreclosure Eviction Ordinance. Accordingly, upon foreclosure of the Property, the Tenants'
4 former tenancy was terminated and a new tenancy created by operation of law.

5 17. On July 25, 2012, the Tenants, and each of them, were served with a three-day
6 notice to perform covenant or quit ("Notice"). The facts stated in the notice are true. The Notice
7 was served in accordance with Code of Civil Procedure section 1162. True and correct copies
8 of the Notice and Proof of Service thereof are attached to this complaint collectively as Exhibit
9 "C" and incorporated herein by this reference.

10 18. More than three (3) days have elapsed since the service of the Notice, but the
11 Tenants, and each of them, have failed and refused to comply with the Notice.

12 19. The Tenants, and each of them, remain in possession of the Property without
13 Plaintiff's permission or consent.

14 20. The reasonable rental value of the use and occupancy of the Property is not less
15 than \$83.00 per day. Damages to Plaintiff caused by the Tenants' unlawful detention of the
16 Property have accrued since July 31, 2012 and will continue to accrue so long as the Tenants
17 remain in possession of the Property.

18 WHEREFORE, Plaintiff prays for judgment as follows:

19 ON THE FIRST CAUSE OF ACTION

20 1. For restitution of the Property;

21 2. For damages in an amount to be determined at trial but not less than \$83.00 per
22 day from January 19, 2012 for each day that Defendant(s) continue in possession of the Property
23 through the date of entry of judgment;

24 ON THE SECOND CAUSE OF ACTION

25 1. For restitution of the Property;

26 2. For damages in an amount to be determined at trial but not less than \$50.00 per
27 day from July 31, 2012 for each day that Defendant(s) continue in possession of the Property
28 through the date of entry of judgment;

ON ALL CAUSES OF ACTION

3. For costs of suit incurred herein; and
4. For such other and further relief as the Court deems just and proper.

RUZICKA & WALLACE, LLP
A California limited liability partnership

DATED: July 31, 2012

By: DESS RICHARDSON, ESQ.
Attorneys for Plaintiff, **DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS TRUSTEE OF THE HOME
EQUITY MORTGAGE LOAN ASSET-BACKED
TRUST SERIES INABS 2007-B, HOME EQUITY
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES INABS 2007-B UNDER THE
POOLING AND SERVICING AGREEMENT DATED
JUNE 1, 2007**

VERIFICATION

I am one of the attorneys for the Plaintiff in this action. The Plaintiff is absent from the County of Orange, California, in which I have my office in that Plaintiff's headquarters are not located in this county, or the Plaintiff is otherwise unable to verify this pleading as of the date set forth herein below, and I make this verification for an on behalf of Plaintiff for that reason. I have read the foregoing Complaint for Unlawful Detainer and am familiar with its contents. I am informed and believe that the matters contained within it are true and on that ground allege that the matters stated are true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 31, 2012 at Irvine, California.

RUZICKA & WALLACE, LLP
A California limited liability partnership

By: DESS RICHARDSON, ESQ.
Attorneys for Plaintiff, DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS TRUSTEE OF THE HOME
EQUITY MORTGAGE LOAN ASSET-BACKED
TRUST SERIES INABS 2007-B, HOME EQUITY
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES INABS 2007-B UNDER THE
POOLING AND SERVICING AGREEMENT DATED
JUNE 1, 2007

EXHIBIT A

This page is part of your document - DO NOT DISCARD



20120016562



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/05/12 AT 08:00AM

FEES:	18.00
TAXES:	0.00
OTHER:	0.00
PAID:	18.00



LEADSHEET



201201050260006

00005199455



003726899

SEQ:
16

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T35

[RECORDING REQUESTED BY:]
LPS - Default Title and Closing
 On behalf of Trustee Corps

[WHEN RECORDED MAIL TO
 AND MAIL TAX STATEMENTS TO:]

Deutsche Bank National Trust Company, as Trustee of the Home Equity
 Mortgage Loan Asset-Backed Trust Series INABS 2007-B, Home Equity
 Mortgage Loan Asset-Backed Certificates, Series INABS 2007-B under the
 Pooling and Servicing agreement dated June 1, 2007
C/O ONEWEST BANK, F.S.B.
888 E. Walnut Street
Pasadena, CA 91101



[Space above this line for recorder's use only]

Trustee Sale#: CA0853766 Loan#: 1009963230 Title Order#: 090597567

"This instrument is being recorded as an
 ACCOMMODATION ONLY, with no
 Representation as to its effect upon title"

TRUSTEE'S DEED UPON SALE

The undersigned grantor declares:

- | | | |
|----|-------------------------------------------------------------------|---------------------|
| 1) | The Grantee herein <u>WAS</u> the foreclosing beneficiary. | |
| 2) | The amount of the unpaid debt together with costs was | \$610,707.62 |
| 3) | The amount paid by the grantee at the trustee sale was | \$367,136.50 |
| 4) | The documentary transfer tax is | \$0.00 |
| 5) | Said property is in the city of <u>LOS ANGELES</u> | |
| 6) | APN # <u>5060-006-002</u> | |

and **MTC FINANCIAL INC., dba TRUSTEE CORPS** (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to **Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series INABS 2007-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series INABS 2007-B under the Pooling and Servicing agreement dated June 1, 2007** (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of **Los Angeles**, State of **California**, described as follows:

AS MORE FULLY DESCRIBED ON SAID DEED OF TRUST

LOT 102 OF HARRY JACKIN'S ARLINGTON HEIGHTS TRACT NO. 2, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 133 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated **05/23/2007** and executed by **ELMER ALVARO AN UNMARRIED MAN**, as Trustor, and **Recorded on 05/31/2007 as Document No. 20071316185** of official records of **Los Angeles** County, **California**, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

16E

Trustee Sale#: CA0853766 Loan#: 1009963230 Investor #: Title Order#: 090597567

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on 12/28/2011. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being \$367,136.50 in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

DATED: 12/29/2011

TRUSTEE CORPS, as Successor Trustee

Karen Talafus
By: *Authorized Signor*

STATE OF CaliforniaCOUNTY OF Orange

On 12/29/2011 before me, Vini Amezcua, a notary public, personally appeared Karen Talafus who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Vini Amezcua
Notary Public in and for said County and State

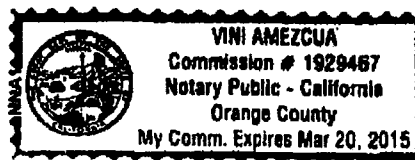


EXHIBIT B

Notice to Any Renters Living At

2118 CRENSHAW BLVD, LOS ANGELES, CA 90016

The attached notice means that your home was recently sold in foreclosure and the new owner plans to evict you.

You should talk to a lawyer NOW to see what your rights are. You may receive court papers in a few days. If your name is on the papers it may hurt your credit if you do not respond and simply move out.

Also, if you do not respond within five days of receiving the papers, even if you are not named in the papers, you will likely lose any rights you may have. In some cases, you can respond without hurting your credit. You should ask a lawyer about it.

You may have the right to stay in your home for 90 days or longer, regardless of any deadlines stated on any attached papers. In some cases and in some cities with a "just cause for eviction law," you may not have to move at all. But you must take the proper legal steps in order to protect your rights.

How to Get Legal Help

If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

This cover sheet is being provided in accordance with California Code of Civil Procedure §1161c.

THREE (3) DAY NOTICE TO QUIT

TO: ELMER ALVARO, CONSOLACION V. ALVARO, and any others in possession

ADDRESS: 2118 CRENSHAW BLVD
LOS ANGELES, CA 90016

The above-referenced real property ("Property") was sold at a foreclosure sale held in accordance with section 2924 of the California Civil Code under a power of sale contained in a deed of trust securing the Property, and title under the sale has been duly perfected.

Within three (3) days after service of this notice, you are hereby required to vacate and deliver possession of the Property described above now held and occupied by you to the undersigned unless you are a tenant or subtenant who rented the Property before the foreclosure sale.

This is a notice to quit pursuant to California Code of Civil Procedure section 1161a.

Note: If you are not one of the persons named above or you claim to be a tenant or subtenant who is entitled to remain in the Property, please give telephonic or written notice to the undersigned within three (3) days of the date this notice is served.

On information and belief, the Property is not a rental unit or is otherwise exempt from the City of Los Angeles Rent Stabilization Ordinance and City of Los Angeles Foreclosure Eviction Ordinance (Ordinance No. 180441). This notice is given in good faith with honest intent and with no ulterior motive. Information regarding evictions is available from the Los Angeles Housing Department. Parties seeking legal advice concerning evictions should consult with an attorney. The Los Angeles Housing Department is located at 1200 W. 7th Street, First Floor, Los Angeles, California, 90017; Telephone: (866) 557-RENT (7368); website: <http://lahd.lacity.org/>.

IMPORTANT NOTICE FOR SERVICEMEMBERS AND THEIR DEPENDENTS

If you are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You also may be eligible for benefits and protections under state law. SCRA and state military benefits and protections also may be available if you are the dependent of an eligible servicemember.

Eligible service may include:

-
- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard

- Active service with the National Guard
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration
- Active service as a commissioned officer of the Public Health Service
- Service with the forces of a nation with which the United States is allied in a war or military action
- Service with the National Guard or a state militia under a state call to duty; or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information on SCRA, please call Dess Richardson, Esq. at (949) 759-1080.

RUZICKA & WALLACE, LLP
A California limited liability partnership

DATED: January 13, 2012

By: Dess Richardson, Esq.
Attorneys for the new owner: DEUTSCHE BANK
NATIONAL TRUST COMPANY, AS TRUSTEE
OF THE HOME EQUITY MORTGAGE LOAN
ASSET-BACKED TRUST SERIES INABS 2007-
B, HOME EQUITY MORTGAGE LOAN ASSET-
BACKED CERTIFICATES, SERIES INABS
2007-B UNDER THE POOLING AND
SERVICING AGREEMENT DATED JUNE 1,
2007

16520 Bake Parkway, Suite 280
Irvine, CA 92618
Telephone: (949) 759-1080
Facsimile: (949) 759-6813

CALIFORNIA PENAL CODE SECTION 594 reads as follows: "Every person who maliciously injures or destroys any real or personal property not his/her own, in cases otherwise than such as are specified in this Code, is guilty of a misdemeanor."

PROOF OF SERVICE

CLIENT: **R&W**

INV #: 57087 CLIENT INV #1: 120040

PLAINTIFF: DEUTSCHE

PERSON(S) SERVED: **ELMER ALVARO; CONSOLACION V. ALVARO
AND ALL OTHERS IN POSSESSION**

ADDRESS:
**2118 CRENSHAW BLVD
LOS ANGELES CA 90016**

DOCUMENT(S) SERVED:
3 DAY NOTICE TO QUIT

I, the undersigned, being at least 18 years of age, declare, under penalty of perjury, (under the laws of the State of California) that I served a copy of the above document(s) in the manner indicated below.

DATE: 1/15/12

TIME: 2:54 pm

CONSTRUCTIVE SERVICE - POST AND MAIL

On the date and time specified above, I posted a copy of the document(s) for each named occupant(s) in a conspicuous place there being no person of suitable age and discretion to be found at any of the named occupant(s) known place of residence or business.

I do not know any other place of business/residence of any occupant(s) named.

SERVICE OF MAIL

On the date specified above, I caused a copy of the document(s) to be mailed to each of the named via First Class, United States Mail, postage prepaid, in a sealed envelope to the address listed above.

DATE: 1/17/12 JLS

FEE: \$55.00



STEPHEN A. RAHEB

California Registered Process Server; County of VENTURA
Registration # 281

NOTICE: EVERYONE WHO LIVES IN THIS RENTAL UNIT MAY BE EVICTED BY COURT ORDER. READ THIS FORM IF YOU LIVE HERE AND IF YOUR NAME IS NOT ON THE ATTACHED SUMMONS AND COMPLAINT.

1. If you live here and you do not complete and submit this form within 10 days of the date of service shown on this form, you will be evicted without further hearing by the court along with the persons named in the Summons and Complaint.
2. If you file this form, your claim will be determined in the eviction action against the persons named in the Complaint.
3. If you do not file this form, you will be evicted without further hearing.

CLAIMANT OR CLAIMANT'S ATTORNEY (Name and Address):		TELEPHONE NO.:	FOR COURT USE ONLY
ATTORNEY FOR (Name):			
NAME OF COURT: SUPERIOR COURT OF CALIFORNIA, LOS ANGELES COUNTY STREET ADDRESS: 111 NORTH HILL ST. MAILING ADDRESS: CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: STANLEY MOSK COURTHOUSE -LIMITED CIVIL			
PLAINTIFF: DEUTSCHE BANK (SEE ATTACHMENT) DEFENDANT: ELMER ALVARO, DANIEL PEREZ, PAOLA VALVERDE, MARIO RIVAS, GRISELDA NAVA; and DOES 1 to 20, inclusive			
PREJUDGMENT CLAIM OF RIGHT TO POSSESSION			CASE NUMBER:
Complete this form only if ALL of these statements are true: 1. You are NOT named in the accompanying Summons and Complaint. 2. You occupied the premises on or before the date the unlawful detainer (eviction) Complaint was filed. 3. You still occupy the premises.			(To be completed by the process server) DATE OF SERVICE: (Date that this form is served or delivered, and posted, and mailed by the officer or process server)

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

1. My name is (specify):
2. I reside at (street address, unit No., city and ZIP code):
3. The address of "the premises" subject to this claim is (address):
4. On (insert date): , the landlord or the landlord's authorized agent filed a complaint to recover possession of the premises. (This date is the court filing date on the accompanying Summons and Complaint.)
5. I occupied the premises on the date the complaint was filed (the date in item 4). I have continued to occupy the premises ever since.
6. I was at least 18 years of age on the date the complaint was filed (the date in item 4).
7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed (the date in item 4).
8. I was not named in the Summons and Complaint.
9. I understand that if I make this claim of right to possession, I will be added as a defendant to the unlawful detainer (eviction) action.
10. (Filing fee) I understand that I must go to the court and pay a filing of \$ _____ or file with the court the form "Application for Waiver of Court Fees and Costs." I understand that if I don't pay the filing fee or file with the court the form for waiver of court fees within 10 days from the date of service on this form (excluding court holidays), I will not be entitled to make a claim of right to possession.

(Continued on reverse)

PETITIONER/PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS RESPONDENT/DEFENDANT: ELMER ALVARO, DANIEL PEREZ, PAOLA VALVERDE, MARIO RIVAS

CASE NUMBER:

PLAINTIFF:

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF THE HOME EQUITY MORTGAGE
LOAN ASSET-BACKED TRUST SERIES INABS 2007-B, HOME EQUITY MORTGAGE LOAN ASSET-
BACKED CERTIFICATES, SERIES INABS 2007-B UNDER THE POOLING AND SERVICING
AGREEMENT DATED JUNE 1, 2007

CONFIRMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

FILE ON DEMAND
FOR THE RECORD
SEP 10 2012

John A. Clarke, Executive Officer/Clerk
By Moses Soto Deputy
MOSES SOTO

Elmer Alvaro,
2118 Crenshaw Blvd.
Los Angeles, California
Postal Zone 90016

In Pro Se

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR LOS ANGELES COUNTY

DEUTSCHE BANK NATIONAL)
TRUST COMPANY, as Trustee,)

Plaintiffs and Compulsory)
Cross-Defendants)

vs.

Elmer Alvaro, and DOES 1 through X,)
Inclusive.)

Defendants and Compulsory)
Cross-Complainants)

Case No. 12U09923

VERIFIED ANSWER TO
COMPLAINT UNDER PROTEST,
SUBJECT MATTER
JURISDICTIONAL CHALLENGE,
AND COMPULSARY CROSS-
COMPLAINT TO SET ASIDE THE
TRUSTEE'S SALE AND DISMISS
THE PLAINTIFFS COMPLAINT
DUE TO THE PREVIOUS TOTAL
DISCHARGE OF THE SUBJECT
LOAN, AND DUE TO THE CLEAR,
TOTAL, AND COMPLETE LACK
AND WANT OF SUBJECT MATTER
JURISDICTION OVER THE
SUBJECT PRIVATE LAND

A CONSTITUTIONAL, SEVENTH
AMENDMENT TRIAL BY JURY IS
HEREBY DEMANDED

VERIFIED ANSWER TO COMPLAINT UNDER PROTEST, SUBJECT MATTER JURISDICTIONAL
CHALLENGE, AND COMPULSARY CROSS-COMPLAINT TO SET ASIDE THE TRUSTEE'S SALE
AND DISMISS THE PLAINTIFFS COMPLAINT DUE TO THE PREVIOUS TOTAL DISCHARGE OF
THE SUBJECT LOAN, AND DUE TO THE CLEAR, TOTAL, AND COMPLETE LACK AND WANT OF
SUBJECT MATTER JURISDICTION OVER THE SUBJECT PRIVATE LAND

Defendant Elmer Alvaro, makes the following Declarations in support of this his
**FIRST AMENDED VERIFIED ANSWER TO COMPLAINT UNDER PROTEST,
 SUBJECT MATTER JURISDICTIONAL CHALLENGE, AND COMPULSARY
 CROSS-COMPLAINT TO SET ASIDE THE TRUSTEE'S SALE AND DISMISS
 THE PLAINTIFFS COMPLAINT DUE TO THE PREVIOUS TOTAL
 DISCHARGE OF THE SUBJECT LOAN, AND DUE TO THE CLEAR, TOTAL,
 AND COMPLETE LACK AND WANT OF SUBJECT MATTER
 JURISDICTION OVER THE SUBJECT PRIVATE LAND,** and also to provide
 abundant educational material for his Constitutional, Seventh Amendment Trial BY a
 Jury of his Peers, who will judge BOTH the law and the facts.

PRO SE STATUS OF DEFENDANT AND CROSS-PLAINTIFF

Elmer Alvaro

While Defendant and Cross-Plaintiff Elmer Alvaro, has attempted to draft, file,
 and serve this Answer, Subject Matter Jurisdictional Challenge and Compulsory Cross-
 Complaint according to his best knowledge, understanding, information, and belief
 regarding his Unalienable Rights as originally declared in the 1776 A.D., Unanimous
 Declaration of Independence, and as later protected by the American Law of the Land,
 and its Common-Law, he sincerely believes that he can justifiably rely, if necessary, on
 the old MAXIM that clearly states: **"Substance is more important than Form,"** and
 he also believes that he can also justifiably rely on the UNITED STATES SUPREME
 COURT Case, entitled, Haines v. Kerner, 1972, 404 U.S. 519, 30.L. Ed. 2d 652, 92 S.
 Ct, 594, 496, Reh. Den., 405 U.S. 948, 30 L. Ed. 2d 918, 92 S, Ct, 963, which clearly
 states, to wit:

**"Pro se complaints are held to less stringent standards than formal
 pleadings by lawyers, and regardless of who represents the Plaintiff, a
 motion to dismiss is not to be granted unless it appears beyond doubt that
 the Plaintiff can prove no set of facts which would entitle them to relief."**

INTRODUCTION

For the appealable record, It is the good faith intent of this document, under the constitutionally valid American Laws of PRESENTMENTS and DECLARATIONS, to present a **DECLARATION OF MATERIAL AND ULTIMATE FACTS**, which presents an obligation, duty, and responsibility, to the opposition, and to the court, to tacitly accept the declared facts, or in the alternative, to present into the appealable record, a timely made **COUNTER DECLARATION OF MATERIAL AND ULTIMATE FACTS**, with supporting admissible evidence.

DECLARATION OF MATERIAL AND ULTIMATE FACT, No. 1.

The undersigned, Elmer Alvaro, hereby declares that: he goes by the name given to him at his nativity, to wit: Elmer Alvaro, and therefore specifically and for the appealable record objects to and protests to any capital letter rendition of his name i.e. ELMER ALVARO, and declares that such a name does not refer to him as the natural man. There is absolutely no admissible evidence in the appealable record that would prove otherwise.

DECLARATION OF MATERIAL AND ULTIMATE FACT, No. 2.

The undersigned, Elmer Alvaro, hereby declares that: he is one of the Sovereign People of the state of California, the group of humans in whose name (the People) all state of California criminal actions are brought. There is absolutely no admissible evidence in the appealable record that would prove otherwise.

DECLARATION OF MATERIAL AND ULTIMATE FACT, No. 3.

The undersigned, Elmer Alvaro, hereby declares that: there is no admissible evidence in the record, that would prove that he, nor anyone in his family before him, were ever presented with Full Disclosure, that any express contract, implied contract, adhesion contract, or any other document in the nature of a contract, such as a marriage license application and issuance, or any divorce decree, or any Social Security Insurance number application or issuance, or any public school students application or issuance, or

any state driver license application or issuance, or any voter registration application or issuance, or any selective service registration, or any military service enlistment or induction papers, or any other documents or papers that might be related to a governmentally created obligation or privilege, in the form of a license, pass, permit, or franchise, might someday, presently or in the future, be used to destroy his original status and standing as one of the Sovereign People of the state of California. There is absolutely no admissible evidence in the appealable record that would prove otherwise.

DECLARATION OF MATERIAL AND ULTIMATE FACT, No. 4.

The undersigned, Elmer Alvaro, hereby declares that: at this time, he still holds the sovereign, allodial, land ownership, rights, title, interest, estate, use, and control of the subject private land that was originally held by the United States of America and quitclaim transferred to the private sector with the original United States Land Patent, that was signed by the president of the United States of America, and in the permanent records of the national archives. There is absolutely no admissible evidence in the appealable record that would prove otherwise.

DECLARATION OF MATERIAL AND ULTIMATE FACT, No. 5.

The undersigned, Elmer Alvaro, hereby declares that: the original sovereign, allodial, land ownership, rights, title, interest, estate, use, and control, originally held by the government of the United States of America, was transferred to the private sector with a United States Land Patent, that did not reserve any sovereign, allodial, land ownership, rights, title, interest, estate, use, or control to any constitutionally valid, state of California Legislative Department, Executive Department, OR JUDICIAL Department - Court of Record. Therefore the state of California, and its Superior Courts, are in the clear, total, complete absence of all subject matter jurisdiction regarding the subject private United States Land Patented land. There is absolutely no admissible evidence in the appealable record that would prove otherwise.

DECLARATION OF MATERIAL AND ULTIMATE FACT, No. 6.

The undersigned, Elmer Alvaro, hereby declares that: there is no admissible evidence in the record that would indicate any Full Disclosure to any former owner or sub divider of the subject land that he, she, or they would be donating, or transferring their sovereign, allodial, land ownership, rights, title, interest, estate, use, and control, to any state, County, parish, city, town, or Township, through the Australian Torrens System of recording land ownership with the County Hall of Records. There is absolutely no admissible evidence in the appealable record that would prove otherwise.

DECLARATION OF MATERIAL AND ULTIMATE FACT, No. 7.

The undersigned, Elmer Alvaro, hereby declares that: he was never given due process notice, of any paragraph, clause, or provision located in the original loan documents, that would require him to waive his own sovereign, allodial, land ownership, rights, title, interest, estate, use, and control to the alleged lender during the life of the alleged subject loan. There is absolutely no admissible evidence in the appealable record that would prove otherwise.

DECLARATION OF MATERIAL AND ULTIMATE FACT, No. 8.

The undersigned, Elmer Alvaro, hereby declares that: he was never given due process notice that his autograph on the loan application form would be monetized and used to create the "NEW MONEY," that would be used to fund the original alleged subject loan by monetizing his autograph on a document entitled PROMISSORY NOTE. There is absolutely no admissible evidence in the appealable record that would prove otherwise.

DECLARATION OF MATERIAL AND ULTIMATE FACT, No. 9.

The undersigned, Elmer Alvaro, hereby declares that: the "NEW MONEY," procedure presented above, is a procedure specifically presented in the Federal Reserve booklets entitled: "MODERN MONEY MECHANICS," and "BET YOU THOUGHT," and is therefore not in any way related to any recent "VAPOR MONEY," (money

created out of thin air argument) as currently promulgated in the lower courts. There is absolutely no admissible evidence in the appealable record that would prove otherwise.

DECLARATION OF MATERIAL AND ULTIMATE FACT, No. 10.

The undersigned, Elmer Alvaro, hereby declares that: the Federal Reserve, or the Treasury of the United States, within 14 days of the closing of the alleged loan, reimbursed the original lender, the amount of the original loan, which made the original alleged lender, a mere loan servicing company, which means the original lender is in no way injured and is experiencing unjust enrichment by foreclosing and attempting to take possession of the subject house. There is absolutely no admissible evidence in the appealable record that would prove otherwise.

DECLARATION OF MATERIAL AND ULTIMATE FACT, No. 11.

The undersigned, Elmer Alvaro, hereby declares that: an OFFER TO PAY the alleged debt in full was timely made regarding the alleged loan number, and the receiver of the OFFER TO PAY the alleged debt in full, failed, refused, or neglected to timely respond, pursuant to well-settled American law and jurisprudence related to the Uniform Commercial Code (U.C.C.). There is absolutely no admissible evidence in the appealable record that would prove otherwise.

DECLARATION OF MATERIAL AND ULTIMATE FACT, No. 12.

The undersigned, Elmer Alvaro, hereby declares that: the 1787 A.D. Constitution for the United States of America and its Supremacy Clause found at Article VI, paragraph 2, along with the OATH OF OFFICE to uphold and defend said Constitution against all enemies both foreign and domestic, and its Supremacy Clause provision directed to all judges located in every state, is still binding on all constitutionally valid courts and all administrative-law tribunals, located in America. There is absolutely no admissible evidence in the appealable record that would prove otherwise.

DECLARATION OF MATERIAL AND ULTIMATE FACT, No. 13.

The undersigned, Elmer Alvaro, hereby declares that: the entire alleged debt was completely and totally DISCHARGED, by the failure of the receiver of the subject OFFER TO PAY, to timely process it according to well-settled American law and jurisprudence as clearly provided in the Uniform Commercial Code (U.C.C.). There is absolutely no admissible evidence in the appealable record that would prove otherwise.

DEMAND is hereby made, for the above thirteen (13) **DECLARATIONS OF MATERIAL AND ULTIMATE FACTS**, to be squarely faced and timely addressed, by number, with a **COUNTER-DECLARATION OF MATERIAL AND ULTIMATE FACTS**, or in the alternative, for the appealable record to show them as being tacitly accepted by the opposition AND the court.

COMES NOW, Elmer Alvaro, (NOT ELMER ALVARO as specifically shown, (an appealable legal Subject Matter Jurisdictional Challenge distinction being made), stating that the State Court has absolutely no Subject Matter Jurisdiction over Elmer Alvaro, named as ELMER ALVARO, along with other Material Reasons, as will be shown below, but it does have authority to Dismiss the action for being in the clear, total, and complete absence of ALL Subject Matter Jurisdiction, which American Law and Jurisprudence clearly states, cannot be waived in the past, in the present, or in the future, through mistake, error, or inadvertence. (See MEMORANDUM OF LAW below as though fully presented here.)

It can be proven that there has been a breach of the OATH OF OFFICE, sworn or affirmed by the Plaintiffs and the attorneys for the opposition, to uphold and defend both the constitutions for the United States of America, and the state of California.

This Answer and Compulsory Cross-Complaint is also based on the 1787 A.D. Constitution for the United States of America, as amended with the first 10 Amendments, in 1791 A.D., along with its Supremacy Clause as found that Article VI, paragraph 2, and the clearly related 1848 A.D. international Treaty of Guadalupe

Hidalgo and its Protocol Queretaro, and the federal Electronic Funds Transfer Act of 1968, the Uniform Commercial Code, (UCC), and 170 years of American law and jurisprudence which clearly supersedes and trumps the Constitution for the state of California, and all of its political subdivisions, i.e. counties, cities, and towns, and ALL of their Administrative-Law - ordinances, codes, titles, manuals, resolutions, rules, and regulations.

All Defendants and their attorney's of record, are hereby charged with violating their OATH OF OFFICE, as it relates to the Supremacy Clause of the Constitution for the United States of America, as presented at Article VI, paragraph 2 of such Constitution, to wit:

"This [federal] constitution, and the [constitutionally valid] laws of the United States which shall be made in pursuance thereof; and all [constitutionally valid] treaties made, or which shall be made, under the authority of the United States, SHALL BE the SUPREME LAW OF THE LAND; (as distinguished from the Law of the Sea) and the [state and federal] judges [located] in every state shall be bound thereby, anything in the constitution or laws [or Administrative quasi-laws, i.e. ordinances and codes] of any state to the contrary notwithstanding."
(Emphasis added)

along with their violations of the federal ELECTRONIC FUNDS TRANSFER ACT OF 1968, and related UNIFORM COMMERCIAL CODE (UCC) and their procedural mandates.

It is the intent of this good-faith Due Process Presentment to provide the reader with enough Due Process Notice information for the reader of the five (5) different, and completely separate areas of law and fact that the opposition will be required to squarely face and specifically address through their answers to DISCOVERY, and thereafter presented before a constitutionally valid Trial BY Jury.

THE FIVE (5) PRIMARY ISSUE/PROBLEMS

1. The timely presentment of the Electronic Funds Transfer Instrument, (OFFER TO PAY) and the named defendants and/or agents, failure to follow well-settled

Due Process Uniform Commercial Code (U.C.C.) procedures, has created a resulting DEFAULT and TOTAL DISCHARGE of the alleged debt, as a matter of well-settled procedural American law and jurisprudence. And,

2. The facts and law regarding the physical location of the subject private land, as it relates to the lack of Subject Matter Jurisdiction, also relates to ANY court in America associated with the Original UNITED STATES LAND PATENT that FOREVER, "quitclaim transferred," 100% of the Sovereign, allodial, land ownership, rights, title, interest, estate, use, and control formerly held by a sovereign nation, either domestic or foreign, to the private sector, WITHOUT any such ownership interest being reserved or transferred to the government of the United States of America, or to any Legislative, Executive, OR JUDICIAL, Department, or to any political subdivision thereof, i.e. ANY state, county, parish, city, town, or township government, clearly NOTICED or PRESENTED, on the ACTUAL, original UNITED STATES LAND PATENT. And,
3. The fact and law regarding the "NEW MONEY," loan creation procedures, that were committed without Full Disclosure to the alleged borrower(s) that it was his own autograph on the original alleged Loan Application Document that was monetized, and then used to fund the subject "NEW MONEY," loan. (See the Federal Reserve's own booklets entitled: MODERN MONEY MECHANICS, and BET YOU THOUGHT) This is NOT the attorney conceived "Vapor Money," argument. And,
4. The fact and law that there is also ABSOLUTELY NO mention in the original many-page "NEW MONEY," loan creation document(s) of ANY temporary waiver or transfer of such sovereign, allodial, land ownership, rights, title, interest, use, and control, to the alleged lender, loan servicer, investor, or trustee, during the life of the "NEW MONEY," loan, leaving ALL such governments and governmentally created legal entities they created, (i.e. lending institutions and

courts), in the clear, total, and complete, absence of all Subject Matter Jurisdiction.

5. The fact and law that the recorded original Trust Deed, and the original wet-ink signature Promissory Note were unlawfully separated, with the original Promissory Note being bundled, and sold/monitized in world commerce, leaving such original Promissory Note where it cannot now be found, nor returned.

It is a matter of FACT that the above-mentioned alleged loan has now been totally and completely Discharged as a matter of well-settled American law and jurisprudence. As the reader knows or reasonably should know, it was with the federal ELECTRONICS FUNDS TRANSFER ACT OF 1968, that the American financial institutions and government agencies created a law that allowed them to transfer funds over telephone wires, for their own benefit. In a matter of time, specific procedures were also created and adopted for everyone else by the UNIFORM COMMERCIAL CODE (UCC). These specific and timely UNITED STATES and INTERNATIONALLY mandated procedures have been a real financial blessing to financial institutions and government, BUT they also created very specific "Offer-to-Pay," procedures and mandated time frames to accomplish those specific procedures.

In the instant matter, Elmer Alvaro, had an ELECTRONIC FUNDS TRANSFER INSTRUMENT (E.F.T.I) (A legal OFFER TO PAY) tendered to the Defendant organization(s) several months ago wherein it was his lawful intent to fully Discharge the entire Amount Due, pursuant to the specific procedures and time frames, clearly specified in American law and jurisprudence presented herein.

It appears that officers, agents, or employees, of the Cross-Defendant organization have Defaulted in the specific customs, usages, practices, and procedures clearly presented in the UNIFORM COMMERCIAL CODE (U.C.C.) and other American laws and jurisprudence, and it also appears that the named Plaintiff is attempting a "double dip," or an "unjust enrichment," for their organization, and by

1 such actions are breaching their OATH OF OFFICE, to the Constitution for the United
2 States of America and its Supremacy Clause found at Article VI, paragraph 2. (supra)
3 Admissible Evidence can be offered to prove that they or their predecessors, were made
4 completely whole by the Federal Reserve, or the United States Treasury within weeks of
5 the funding and then merely became a loan servicer.

6 Elmer Alvaro has maintained very accurate records, which are admissible
7 evidence into this court.

8 The reader would be well advised to consider and understand the UNIFORM
9 COMMERCIAL CODE (UCC) specific procedures that are mandated by American law
10 and jurisprudence, and then to correct the erroneous records, show that the alleged debt
11 has been completely and totally Discharged as a matter of well settled American law
12 and jurisprudence, and send the alleged debtor/Defendant/Cross-Plaintiffs, all
13 appropriate papers showing a total and complete Discharge findings and a Re-
14 conveyance Deed.

15 The subject OFFER TO PAY was NOT to be deposited nor handled as an AHC
16 check but, was presented under the American laws of Presentment, for the sole purpose
17 of Discharging the alleged debt.

18 The above-mentioned procedure commenced a mandated Set-Off-
19 Debt/OFFER-TO-PAY procedure as clearly specified in the above-mentioned laws. As
20 of this extremely late date, the officers, agents, or employees, of DEUTSCHE BANK
21 NATIONAL TRUST COMPANY, as Trustee, have failed, refused, or neglected to
22 comply with the well-settled Administrative-Law procedures as clearly specified in the
23 above-mentioned laws and have, by their Default, actually Discharged and Set-off the
24 above-mentioned alleged debt in full, as a matter of well-settled American law and
25 jurisprudence. (See Memorandum of American Law and Jurisprudence below.)
26

**AGAIN - NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
APPLICABLE TO ALL PREDECESSORS, SUCCESSORS,
AND/OR ASSIGNS, ET AL.**

Demand is thus hereby made, for the officers, agents, or employees, of DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee, to issue the related Set-Off-Debt Discharge documents, within a reasonable ten (10) days, as time is of the essence. Due to the blatant violations of the Supremacy Clause, found at Article VI, paragraph 2, of the 1787 A.D. Constitution for the United States of America, (supra) and because these Federal Question issues "are of great public interest," Elmer Alvaro plans to seek First Amendment Redress of Grievance, all the way up to the United States Supreme Court, in Washington DC, if it is deemed necessary.

Should this have to go to trial, in a constitutionally valid Court of competent Subject Matter Jurisdiction, the related, original, predatory, unlawful, "NEW MONEY," "loan creation procedures," perpetrated by the original alleged lender will be brought forth and analyzed, to determine where the alleged loan funds originated, and where the original, wet-ink documents are now located, as it appears there may has been some unlawful document separation, bundling, and related money-laundering activity associated with the alleged loan, according to what recent American jurisprudence has discovered. i.e. Cornelson v. Kornbluth, 15 Cal. 3d 590, 125 Cal. Rptr. 557, 542, P.2d 981 (1975); Sheperd v. May, 115 U.S. 505, 6 S. Ct. 119 U.S. (1885); Lewis v. Day, 5 N. W. Rep. 753; Hemingway v. Superior Court, 122 Cal. App. 4th 1148, 19 Cal. Rptr. 3d 363 Cal. App. 4 Dist., 2004; People v. Freeman, (2010) 47 Cal.4th 993; Caperton v. A.T. Massey Coal Co. (2009), [129 S.Ct. At p. 2259]; Tome v. U.S. 513, U.S. 150, 115 S.Ct. 696 U.S. (1995); U.S. v. Cervantes-Flores, 421 F. 3d 825 (9th Cir. 2005) (See kareemsalessi.wordpress.com/foreclosure-crimes/.) as well as lender violations of 18 USC, Section 1342; 18 USC, Sections 1341, 1343; as predicates to, and including 18 USC, Sections 1961-1969 (RICO); and United States Supreme Court, Rule 29.6.

VERIFIED ANSWER TO COMPLAINT UNDER PROTEST, SUBJECT MATTER JURISDICTIONAL CHALLENGE, AND COMPULSARY CROSS-COMPLAINT TO SET ASIDE THE TRUSTEE'S SALE AND DISMISS THE PLAINTIFFS COMPLAINT DUE TO THE PREVIOUS TOTAL DISCHARGE OF THE SUBJECT LOAN, AND DUE TO THE CLEAR, TOTAL, AND COMPLETE LACK AND WANT OF SUBJECT MATTER JURISDICTION OVER THE SUBJECT PRIVATE LAND

1 This Document is lawful notification to you, pursuant to the original, founding,
 2 organic, 1787 A.D. Constitution for the United States of America, particularly its Bill of
 3 Rights, its the Supreme Law of the Land, as mandated by the Supremacy Clause found
 4 at Article VI, paragraph 2, in particular, the first, fourth, fifth, and ninth amendments,
 5 along with the Constitution for the State of California, that requires a written response
 6 to the undersigned specific to the subject matter. Failure to respond, within a reasonable
 7 ten (10) days of receipt, as stipulated, and rebut, with particularity, everything in this
 8 Document with which you disagree, is your lawful, legal, and binding agreement with,
 9 and admission to the Fact that everything in this Document is true, correct, legal, lawful,
 10 and binding upon you, in any court, anywhere in America, without your timely protest
 11 or objection, or that of those who represent you. Your silence is your acquiescence and
 12 the Doctrine of Estoppel by Acquiescence will prevail and be timely claimed. See:
 13 Connally v. General Construction Company, 269 U.S. 385, 391. Notification of legal
 14 responsibility is "the first essential element of Due Process of Law." See also: U.S. v.
 15 Tweel, 550 F.2d. 297. "Silence can only be equated with fraud where there is a legal or
 16 moral duty to speak, or where an OFFER TO PAY unanswered would be intentionally
 17 misleading."

18 Be advised that the officers, agents, and employees of DEUTSCHE BANK
 19 NATIONAL TRUST COMPANY, as Trustee, have already failed, refused, or neglected
 20 to timely respond according to the well-settled American law and jurisprudence cited
 21 herein in good-faith. It is hereby noted that the officers, agents, or employees of
 22 DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee, have failed to
 23 provide Elmer Alvaro key, credible information supporting their unfounded claims.
 24 Elmer Alvaro will neither assume nor presume anything regarding this personal, private,
 25 and legal matter and, therefore, Demands and requires that any written response from
 26 the alleged lender in regard to this matter, be supported by fact, evidence that constitutes
 27 proof, and law.

1 The United States Supreme Court warns us to know with whom we, i.e. Elmer
2 Alvaro is/are dealing, to wit:

3 **"Whatever the form in which the Government [or governmentally**
4 **created entity such as DEUTSCHE BANK NATIONAL TRUST**
5 **COMPANY, as Trustee,] functions, anyone entering into an arrangement**
6 **with the Government takes the risk of having accurately ascertained that**
7 **he who purports to act for the Government stays within the bounds of**
8 **his authority. . . . and this is so even though as here, the agent himself**
9 **may has been unaware of the limitations upon his authority."** Federal
10 Crop Insurance Corporation v Merrill (1947) 332 U.S. 380 at 384.

11 TO THE ATTORNEYS AT LAW

12 If, in fact, you are an Attorney-at-law, or other Officer of the Court, you were to
13 have sworn and we accept that you have sworn, and subscribed to an OATH OF
14 OFFICE, to support and defend the Constitution for the United States of America, and
15 its Bill of Rights, as your first duty, and secondarily, to do likewise for the Constitution
16 of the state in which you practice law. Pursuant to this OATH OF OFFICE, you are
17 required to abide by that Oath in the performance of your official duties, and in so
18 doing, ensuring that the guaranteed and secured Rights of the Sovereign People are
19 upheld, including, but not limited to, all aspects of Due Process of Law. You have no
20 constitutionally valid authority to defy the Constitutions to which you owe your limited
21 authority, delegated to you by and through the Sovereign People, and to whom you
22 swore your Oath. You also have no constitutionally valid or lawful authority in your
23 private, personal, or professional capacity to violate any of the guaranteed and secured
24 rights of any of the Sovereign People.

25 You claim that you represent DEUTSCHE BANK NATIONAL TRUST
26 COMPANY, as Trustee, yet there is no correspondence regarding the DEUTSCHE
27 BANK NATIONAL TRUST COMPANY, as Trustee, where you have provided lawful
28 proof of your position in this instant matter as an agent or representative of DEUTSCHE

1 BANK NATIONAL TRUST COMPANY, as Trustee, Therefore, Elmer Alvaro
2 DEMANDS that you provide a genuine certified copy of a contract/agreement, or a
3 corporate resolution sworn and attested to by a responsible party legally authorized to
4 contract on behalf of DEUTSCHE BANK NATIONAL TRUST COMPANY, as
5 Trustee, as well as provide lawful proof that said party is a valid lawful party of interest
6 in this alleged matter and that said party, has in fact lawfully contracted or assigned you
7 as an agent of DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee, in
8 this alleged matter by his own signed and notarized Affidavit, so attesting under the
9 pains and penalty of perjury. Also attesting to in the same Affidavit, that prior to this
10 alleged assignment to you that your clients have NOT collected any benefits regarding
11 the subject loan from the subject OFFER TO PAY, or their provided insurances.
12 Otherwise your claim of representation is mere opinion based upon hearsay and not
13 supported by any lawful recognizable Fact.

14 Your failure to provide such a contract/agreement as well as lawful proof of the
15 DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee, claim of being a
16 party in interest in this alleged matter is your admission that no such contract/agreement
17 exists, and said party is not a party in interest, and, further, that you are acting on your
18 own behalf and interest in your attempt to collect this alleged debt and are not a real
19 party in interest. In this instance, you have perpetrated blatant fraud and attempted theft,
20 and will be held accountable and liable for that act, and so charged with the proper
21 authorities.

22 Additionally, if you make the claim that you are an attorney, an officer of the
23 court, you're required by law to have an OATH OF OFFICE on file for public scrutiny
24 and related security and performance bonds to guarantee your faithful performance of
25 your duties, pursuant to your OATH OF OFFICE, as the law requires, as well as
26 malpractice insurance. Elmer Alvaro respectfully DEMANDS that you send the
undersigned a certified copy of your timely filed OATH OF OFFICE and copies of all

1 bonds you're required to obtain and keep current, according to law, including
 2 documented proof of your malpractice insurance, thereby demonstrating that you has
 3 lawful authority to represent any entity in this state, otherwise your claim/representation
 4 is mere opinion based upon hearsay and not supported by any lawfully recognizable
 5 Fact.

6 If you fail to provide the above, within a reasonable ten (10) days, then you
 7 admit that you have no OATH OF OFFICE, no bonds as required by law, and no
 8 malpractice insurance. Therefore, you are acting as an imposter and putting fraud upon
 9 the court and the undersigned, as well as any other party.

10 If in fact, DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee, a
 11 non-living, dead, legal, corporate fiction, and creature of the state, is a debt collector, I
 12 DEMAND lawful proof that DEUTSCHE BANK NATIONAL TRUST COMPANY, as
 13 Trustee was registered with the Secretary of State of this state, and that all insurances
 14 and corporate requirements are current, by your providing any and all copies of all
 15 necessary documents so that verification can be confirmed with the specific state
 16 officials. Otherwise your claim/representation is mere opinion based on hearsay and not
 17 supported by any lawfully recognizable Fact.

18 Failure to provide this information hereby demonstrates that DEUTSCHE BANK
 19 NATIONAL TRUST COMPANY, as Trustee, is functioning unlawfully, and in doing
 20 so, putting fraud upon the court and the Sovereign People, and in this matter, the
 21 undersigned.

22 If you do not timely respond to the requests and statements above and should you
 23 persist in spite of this, then, you commit deliberate fraud and attempted theft, and
 24 numerous other crimes, which may include, but are not limited to, Perjury and a breach
 25 of your OATH OF OFFICE, violations of the state law governing attorneys, violations
 26 of the rules of professional conduct, and DEUTSCHE BANK NATIONAL TRUST
 27 COMPANY, as Trustee is also in violation of lawful compliance of corporations and his

activities. Such action could subject you to criminal charges, civil action, and disciplinary action from the Bar Association and the state Supreme Court. Elmer Alvaro, the undersigned will file charges against you personally. In addition, Elmer Alvaro will Notice your malpractice insurer of your unlawful actions in violation of including, but not limited to, Due Process of Law and Unalienable Rights violations, which may adversely impact you and possibly your entire firm, and the third-party debt collection agency you allegedly represent as a principal thereof.

In your attempt to defraud Elmer Alvaro and his family, you have violated their constitutionally guaranteed and secured Rights and all aspects of Due Process of Law, in particular those right secured by the Bill of Rights, including, but not limited to the first, fourth, fifth, and ninth amendment rights, and those rights guaranteed and secured by the Constitution for the State of California, and its Bill of Rights. By your unlawful actions, specifically enumerated and described above, you have committed crimes against the undersigned.

By not producing lawful and official presentation of proof as DEMANDED including any granted limited delegated authority, you have absolutely no "perceived immunity," of your position as an officer, agent, or employee of DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee, and you can and will be sued for your wrongdoing against the undersigned, personally, privately, individually, and in your professional capacity, as can all those whom you claim to represent, including any of your supervisors, and anyone having oversight responsibility for you, if, once they are notified of your wrongdoing, they fail to take lawful action to correct it.

If DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee fails to act and correct the matter, then, they condone, aid and abet your criminal actions, and further, collude and conspire to deprive the undersigned of his rights as guaranteed and secured to him by the constitutions, through their custom, usage, practice, policy, procedure, and usual business operations, regarding the entities for which they work. Be

1 assured that the undersigned does hereby claim his constitutionally guaranteed and
 2 secured rights which you and any and all Confederates has unlawfully, and without
 3 lawful authority, denied. Such ramifications will affect you in your private and personal
 4 capacity and affect those who allegedly authorized you to defraud him of his rights and
 5 property. You have been lawfully Notice, and if you proceed further, you will do so at
 6 your own legal and unlawful risk and detriment.

7 If you disagree with anything in this document, then rebut that with which you
 8 disagree, in writing, with particularity, to the undersigned, within a reasonable ten (10)
 9 days of receipt of this Document, and support your disagreement with fact, evidence
 10 that constitutes proof, and valid law. Your failure to respond, as stipulated, is your
 11 agreement with, and admission to the fact that everything in this Document is true, and
 12 is your, irrevocable agreement attesting to this, fully binding upon you, in any court in
 13 America, without your timely protest or objection, or that of those who you represent.

14 FOR THE RECORD, the subject private land is located outside of the
 15 jurisdiction of the United States government, the state of California, and the County of
 16 Los Angeles, as it is within an old and still FOREVER perfected, and protected, and
 17 recognized by United States Land Patent land pursuant to the mandates of the above-
 18 mentioned supreme American Laws of the Land.

19 **A CONSTITUTIONALLY MANDATED TRIAL BY JURY DEMANDED**

20 ALSO FOR THE APPEALABLE RECORD: Elmer Alvaro hereby Demands his
 21 Right to a constitutionally valid TRIAL BY JURY, wherein the judge merely sets to
 22 maintain order, and wherein the JURY constitutionally judges both the Law AND the
 23 Facts, pursuant to the original American governments Judicial "system of checks and
 24 balances," against unconstitutional laws.

DECLARATION OF Elmer Alvaro,
REGARDING HIS UNDERSTANDING AND BELIEF OF THE HISTORIC
BACKGROUND OF TODAY'S SOVEREIGN PEOPLE (not Sovereign Citizens)
AND HIS SOVEREIGN PRIVATE LAND

DECLARED MATERIAL FACT NO. 1.

ALL land on planet Earth was and is held under an Allodial Land Title, a land title originally held by the Sovereign indigenous people, a land title with no higher earthly authority, via what is historically recognized today as a Sovereign Aboriginal Allodial Land ownership.

DECLARED MATERIAL FACT NO. 2.

Through historic Discovery, Conquest, Purchase, Trade, and Treaty, the Sovereign Allodial Land Title was claimed or transferred to the Sovereign People who claimed to be a King, Queen, Monarch, Potentate, or Dictator.

DECLARED MATERIAL FACT NO. 3.

In America, the Sovereign Allodial Land Title was taken, claimed, or transferred from the First Americans, a.k.a. the Tribal Americans, Native Americans, or Indians, to the King of England, the King of France, the Russian Monarch, (on the Russian River in Northern California) the King of Spain, and the Republic of Mexico, with Argentina once attempting such claim to California, but with no material result.

DECLARED MATERIAL FACT NO. 4.

The Sovereign Allodial Land Title to some of the land in America was eventually held by the original Land Grantees of the English, French, Russian, Spanish, and Mexican governments pursuant to international law.

DECLARED MATERIAL FACT NO. 5.

With the major exception of the above-mentioned foreign government Land Grants, and the land ownership of the Sovereign American People of July 4, 1776 A.D., the United States of America, through Discovery, Conquest, Treaty, and Purchase held

1 All of the Sovereign Allodial Land Title, within the exterior borders of today's United
2 States of America.

3 **DECLARED MATERIAL FACT NO. 6.**

4 The United States government, through its United States Treasury, and the
5 United States General Land Office (GLO) held the Sovereign Allodial Land Title "in
6 trust," to be eventually transferred to the Sovereign People of America.

7 **DECLARED MATERIAL FACT NO. 7.**

8 The United States General Land Office, (GLO) thereafter commenced to have all
9 of its land holdings located within the exterior borders of its Territories, its states, and
10 future states, inventoried into six mile square Townships with 36 one mile square
11 Sections of 640 acres, with what was known as the Congressional Township Survey.

12 **DECLARED MATERIAL FACT NO. 8.**

13 The above-mentioned survey was conducted by the United States Surveyor
14 General, and not with any state Surveyor Generals, as it was, at the time, owned and
15 controlled by the United States government, and NOT the state governments.

16 **DECLARED MATERIAL FACT NO. 9.**

17 The Sovereign Allodial Land Title was eventually transferred to the Sovereign
18 American People through Homestead Grants, Mining Claim Grants, Desert Entry
19 Grants, Cash Entry Grants, Military Warrant Grants, and Railroad Grants.

20 **DECLARED MATERIAL FACT NO. 10.**

21 After specific work was done, along with inhabiting the subject private land
22 confirmation by a government witness was required of the grantee's before the
23 Sovereign Allodial Land Title could be quit-claim transferred from out of the United
24 States Public Domain, by the United States Government, to the above-mentioned
25 Grantees.

DECLARED MATERIAL FACT NO. 11.

After the required construction work and inhabitation was confirmed by a local magistrate, the coveted United States Land Patent was issued which according to American Law and Jurisprudence actually quit-claim transferred the Sovereign Allodial Land Title held by the United States General Land Office, to the grantee, his or her heirs, or assigns FOREVER.

DECLARED MATERIAL FACT NO. 12.

The above-mentioned United States Land Patents very rarely mentioned some type of Reservation of Future Rights to the United States government only, i.e. for future flood control in the form of "ditches and canals," to maybe someday come back and install such ditches and canals below some mountain canyons. That Reservation of future Rights was required to be listed directly on the United States Land Patent and on the surveyors Plat Map for a Due Process Notice of such Reservation of Future Rights to the Grantee or any future owners. 230+ years of American Law and Jurisprudence clearly indicates that if a future Reservation of Rights was not mentioned on the actual United States Land Patent, or its related survey Plat Map, it did not exist, and could not exist in the future. It is further enhanced by the old Maxim of Law, to wit: "WHAT IS NOT SAID IS SOMETIMES MORE ELOQUENT THAN WHAT IS SAID."

DECLARED MATERIAL FACT NO. 13.

The historic United States Land Patent that FOREVER quit-claim transferred the Sovereign Allodial Land Title of the subject private land from out of the United States Public Domain to the private sector did not, (repeat) DID NOT reserve ANY Sovereign Allodial Land Ownership Rights, Title, Interest, Use, or Control to ANY state government, or to its Legislative, Executive, or Judicial Departments or Branches or to any of its Political Subdivision counties, parishes, cities, towns, or villages.- whether they be Constitutionally Chartered, or designations from Administrative Laws, i.e. the Government Code.

DECLARED MATERIAL FACT NO. 14.

It is therefore Declared by the undersigned, Elmer Alvaro, that there was absolutely no Reservation of ANY Rights specifically mentioned on the original United States Land Patent that quit-claim transferred 100% OF ALL of the Sovereign Allodial Land Ownership Rights, Title, Interest, Use, and Control from the United States government to the original grantee that was lawfully entitled, to go to any state court, or county tax collector, or to any lending institution.

DECLARED MATERIAL FACT NO. 15.

It is also Declared by the undersigned, Elmer Alvaro, that there was absolutely NO Full Disclosure on his Grant Deed, that the owner or future owner was surrendering any of his United States Land Patent Sovereign Allodial Land Ownership Rights, Title, Interest, Use and Control to any controlling government agency or office.

DECLARED MATERIAL FACT NO. 16.

It is also hereby Declared by the undersigned, Elmer Alvaro, that it is well settled that the original Founding Fathers and all of the American inhabitants became Sovereign on July 4, 1776 A.D., with the signing of the Unanimous Declaration of Independence, and that the ownership of his private land also became Sovereign with what was known as an Allodial Land Ownership Title, or Title held in Allodium. That is why the world eventually knew America was a country of Sovereigns with no subjects, and a place where a man's house was his castle. On that date there were absolutely no state or federal governments, so the Sovereign People were not, and could not be Citizens of any government.

DECLARED MATERIAL FACT NO. 17.

It is also hereby Declared by the undersigned, Elmer Alvaro, that over the years some of those original Sovereign People stepped down from his Sovereign status and standing to become Public Servants for the day, but regained his Sovereignty when he/she ceased their governmentally sanctioned activity. It was only during that time

1 during the day that they were Public Servants, were UNDER the constitutional
 2 mandates for his/her office. As time went on, Administrative-Laws, such as Statutes,
 3 Statutes-at-Large, Ordinances, Codes, Titles, Manuals, Resolutions, Rules, and
 4 Regulations were either constitutionally 'passed,' one at a time, or Administratively
 5 'adopted,' in bulk. Such laws, or quasi-laws only applied to the in-house regulation and
 6 management of those governments, to govern and manage those governments for the
 7 benefits of the Sovereign People, but DID NOT govern or manage the sovereign
 8 American people.

DECLARED MATERIAL FACT NO. 18.

9 It is also hereby Declared by the undersigned, Elmer Alvaro, that an old proverb:
 10 "A fountain cannot rise higher than its source," is appropriate here. The original
 11 Sovereign inhabitants, or Sovereign People used only a portion of his/her Sovereignty
 12 known as a 'clipped Sovereignty,' to create those original governments to serve them
 13 well. In other words it was the Sovereignty of those original Sovereign People that was
 14 the 'source,' of the Sovereignty that created the 'fountain.' of government. The original
 15 Sovereign People DID NOT create a government that would or could rise higher than
 16 the Sovereign People and be able to control those Sovereign People. It was his/her
 17 lesser 'clipped Sovereignty,' that would govern those original governments that were to
 18 serve the Sovereign People. The issue of Sovereignty therefore flows down from the
 19 original Sovereign People to the governments they created to serve them, to those
 20 Sovereign People who stepped down from his/her Sovereign status and standing to
 21 become a Public Servant for a portion of the day while engaged in the governmental
 22 activity of serving the Sovereign People. Today's Public Servants claim that they do not
 23 serve the Sovereign People, but are Public Servants to serve the governmental, public
 24 entity, but they cannot point to any Constitutionally valid law, that made that change,
 25 therefore a rebuttable Subject Matter Jurisdictional Challenge is appropriate at this
 26 time, and is so demanded and challenged.

DECLARED MATERIAL FACT NO. 19.

It is also hereby Declared by the undersigned, Elmer Alvaro, that a Subject Matter Jurisdictional Challenge is neither an illegal, nor rebellious act. It has been developed over the years to address the usurpation of governmental powers and authority by good people who have not been trained in the historic values of Sovereignty and its position related to the governments that were created to serve those Sovereign People who are most of the Americans of today.

DECLARED MATERIAL FACT NO. 20.

It is also hereby Declared by the undersigned, Elmer Alvaro, that due to the perceived unconstitutional actions of the plaintiff DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee, and all officers of the court, they are hereby personally being "set up," for a long and expensive possible court battle pursuant to the mandates of the several pages (infra) of high-court case law regarding Subject Matter Jurisdictional Challenges, in which Elmer Alvaro sincerely believe Elmer Alvaro may justifiably rely.

DECLARED MATERIAL FACT NO. 21.

It is also hereby Declared by the undersigned, Elmer Alvaro, that the reader can consider this as his highly specific Subject Matter Jurisdictional Challenge regarding his claim that neither you nor your office at any time, has any type of regulatory or judicial jurisdiction, on private land in which the original Sovereign, Allodial, land ownership, rights, title, interest, use, and control, held by the United States of America, which was quitclaim transferred directly to the private sector with the United States Land Patent, that DID NOT, on the original United States Land Patent, reserve ANY Rights, Title, Interest, Use, or Control to any STATE OF CALIFORNIA Legislative Department, Executive Department, OR JUDICIAL Department, or any of his/its political subdivisions, i.e. counties, cities, or towns. This is a very specific Subject Matter Jurisdictional Challenge, that mandates a very specific response, a response that will

1 prove the UNITED STATES government, and its STATE OF CALIFORNIA, the
 2 COUNTY OF LOS ANGELES, and the DEUTSCHE BANK NATIONAL TRUST
 3 COMPANY, as Trustee, have somehow obtained its claimed Subject Matter
 4 Jurisdiction on the record to regulate and control the use of private land ownership that
 5 came from the above-mentioned quit-claim method of transferring the Sovereign
 6 Allodial Land Ownership, rights, title, interest, use, and control formerly held as the
 7 United States Public Domain Land to the Private Sector with a still valid United States
 8 Land Patent.

DECLARED MATERIAL FACT NO. 22.

9 It is also hereby Declared by the undersigned, Elmer Alvaro, that the case law
 10 attached clearly mandates that the officers of the court and the DEUTSCHE BANK
 11 NATIONAL TRUST COMPANY, as Trustee, squarely face and address this very
 12 specific Subject Matter Jurisdictional Challenge regarding his claim that neither you nor
 13 your office, nor the office of DEUTSCHE BANK NATIONAL TRUST COMPANY,
 14 as Trustee, at any time, have any type of regulatory or judicial jurisdiction, on ANY
 15 private land in which the Sovereign, Allodial, land ownership, rights, title, interest, use,
 16 and control, formerly held by the United States of America was quitclaim transferred
 17 directly to the private sector with the United States Land Patent.

DECLARED MATERIAL FACT NO. 23.

18 It is also hereby Declared by the undersigned, Elmer Alvaro, that if any officer
 19 of the court or officer of the DEUTSCHE BANK NATIONAL TRUST COMPANY, as
 20 Trustee, breach their contractual OATH OF OFFICE and invade Our Right to the
 21 Expectation of Privacy, as guaranteed and secured to Me by the Fourth Amendment to
 22 the 1787 A.D. Constitution for the United States of America, you and Elmer Alvaro
 23 will all be getting to know each other much better in the weeks, months and years
 24 ahead.
 25

DECLARED MATERIAL FACT NO. 24.

It is also hereby Declared by the undersigned, Elmer Alvaro, that if any officer of the court, or officer of the DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee, trespasses on My right to be secure in My person, houses, papers, and effects, without said officer first providing a lawful Affidavit of Probable Cause of a 1789 A.D. Common-Law Felony, in the record, ALONG WITH a related Fourth Amendment Warrant, particularly describing the person, place, or things to be searched and seized, you and Elmer Alvaro will all be getting to know each other much better in the weeks, months and years ahead.

DECLARED MATERIAL FACT NO. 25.

It is also hereby Declared by the undersigned, Elmer Alvaro, that it was the historic 'intent of the original 1789 A.D., law makers' which is guiding to any and all of today's courts of record UNLESS that intent was *constitutionally amended* pursuant to constitutionally mandated procedures.

DECLARED MATERIAL FACT NO. 26.

It is also hereby Declared by the undersigned, Elmer Alvaro, that it is a Fact that in 1789 A.D., the year the Bill of Rights was drafted, the only crime that could possibly be described under the Fourth Amendment term "Probable Cause," was a Men's Rea (bad in itself) Common-Law Felony, as Congress had not yet met to pass any lesser Mens Prohibita, or any lesser Administrative quasi-laws for another 10 years, in 1799 A.D., as Statutes-at-Large, or the later Revised Statutes.

DECLARED MATERIAL FACT NO. 27.

It is also hereby Declared by the undersigned, Elmer Alvaro, that it is therefore a Fact that, unless Elmer Alvaro is alleged to have committed a 1789 A.D. Common-Law Felony, with a related 1789 A.D. Affidavit of Probable Cause particularly describing the person, place, or thing to be searched for, or seized, Elmer Alvaro has, a Fourth

Amendment guaranteed and secured Right to be secure in his person, house, papers, and effects, and to be LEFT ALONE.

DECLARED MATERIAL FACT NO. 28.

It is also hereby Declared by the undersigned, Elmer Alvaro, that no officer of the court, or officer of the DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee, has any admissible evidence that Elmer Alvaro has ever been accused of a Mens Rea (bad in itself) 1789 A.D. Common-Law Felony.

DECLARED MATERIAL FACT NO. 29.

It is also hereby Declared by the undersigned, Elmer Alvaro, that Elmer Alvaro hereby claims to be one of the Sovereign People of America, (NOT a Sovereign Citizen) and one of the Sovereign People of the original, underlying, still valid and binding, 1849 A.D. State of California.

DECLARED MATERIAL FACT NO. 30.

It is also hereby Declared by the undersigned, Elmer Alvaro, that no officer of the court or officer of the DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee, has ANY admissible evidence, that would indicate that Elmer Alvaro is NOT one of the Sovereign People of America, and one of the Sovereign People of the original, underlying, still valid and binding 1849 A.D. State of California.

DECLARED MATERIAL FACT NO. 31.

It is also hereby Declared by the undersigned, Elmer Alvaro, that the Administrative quasi-laws that the DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee is attempting to enforce against me and my private land are specifically aimed at a group of legal entities known as "persons".

DECLARED MATERIAL FACT NO. 32.

It is also hereby Declared by the undersigned, Elmer Alvaro, that a legal entity known as a "person," is the equivalent of a "subject," in a foreign country that has a king, queen, monarch, potentate, or dictator.

DECLARED MATERIAL FACT NO. 33.

It is also hereby Declared by the undersigned, Elmer Alvaro, that there is absolutely no admissible evidence in your system of records that would indicate that Elmer Alvaro, in any way, is under the burden of being considered as a statutory, or juristic, "person".

DECLARED MATERIAL FACT NO. 34.

It is also hereby Declared by the undersigned, Elmer Alvaro, that as someone who has sworn or affirmed a Constitutionally mandated OATH OF OFFICE, you have no excuse for violating Rights that are guaranteed and secured to me by the 1787 A.D. Constitution for the United States of America, and its 1791 A.D. Bill of Rights.

DECLARED MATERIAL FACT NO. 35.

It is also hereby Declared by the undersigned, Elmer Alvaro, that as someone who has sworn or affirmed a Constitutionally mandated OATH OF OFFICE, Elmer Alvaro can expect that all officers of the court and officers of the DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee are aware of the Fact that the 1787 A.D. Constitution for the United States of America has what is known as the Supremacy Clause, found at Article VI, paragraph 2.

DECLARED MATERIAL FACT NO. 36.

It is also hereby Declared by the undersigned, Elmer Alvaro, that the above-mentioned Supremacy Clause mandates that all officers of the court and officers of the DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee hold the 1787 A.D. Constitution for the United States of America, and its Bill of Rights in a higher regard than the lesser Constitution for the State of California and all of its valid laws, and/or Administrative quasi-laws.

DECLARED MATERIAL FACT NO. 37.

It is also hereby Declared by the undersigned, Elmer Alvaro, that all officers of the court, and officers of the DEUTSCHE BANK NATIONAL TRUST COMPANY, as

Trustee know, or reasonably should know, there is a major difference between constitutionally valid laws that are "passed," (key word) one at a time, addressing one issue of the time, on the one hand, and on the other hand, Administrative-Laws, which are merely "adopted," (key word) and adopted in bulk.

DECLARED MATERIAL FACT NO. 38.

It is also hereby Declared by the undersigned, Elmer Alvaro, that all officers of the court and officers of the DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee know, or reasonably should know, for one to be under an Administrative-Law, he or she would have had to place himself or herself under such Administrative-Law, pursuant to some type of an Administrative-Law contract, for some type of a governmentally created privilege, in the form of a license, pass, permit, or franchise, and that there is no such valid and lawful, fully disclosed Administrative-Law contract with me in your system of records.

DECLARED MATERIAL FACT NO. 39.

It is also hereby Declared by the undersigned, Elmer Alvaro, that It appears that officers of the court and officers of the DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee may be attempting to place me and our private land under the Administrative-Laws, that were "adopted," in bulk, and NOT for violating constitutionally valid laws that were "passed," one at a time, addressing only one issue at a time.

DECLARED MATERIAL FACT NO. 40.

It is also hereby Declared by the undersigned, Elmer Alvaro, that neither this court nor the DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee has any type of valid and lawful, fully disclosed Administrative-Law contract in your system of records that Elmer Alvaro has entered into, for a granted governmentally created privilege, in the form of a license, pass, permit, or franchise.

DECLARED MATERIAL FACT NO. 41.

It is also hereby Declared by the undersigned, Elmer Alvaro, that neither this court or the DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee, has any type of Administrative-Law admissible evidence, in your system of records, that could possibly indicate or prove that Elmer Alvaro is NOT one of the Sovereign People of America, nor one of the Sovereign People of the State of California.

DECLARED MATERIAL FACT NO. 42.

It is also hereby Declared by the undersigned, Elmer Alvaro, that this court, has absolutely no Administrative-Law admissible evidence, in your system of records, that could possibly indicate or prove that Elmer Alvaro is NOT in possession of and/or the sole holder of the Sovereign, Allodial, land ownership, rights, title, interest, use and control of the subject private land.

DECLARED MATERIAL FACT NO. 43.

It is also hereby Declared by the undersigned, Elmer Alvaro, that the original, 1848 A.D. Constitution for the State of California, was drafted and created pursuant to the Law of the Land and its Common-Law principles and procedures.

DECLARED MATERIAL FACT NO. 44.

It is also hereby Declared by the undersigned, Elmer Alvaro, that the original, 1848 A.D. Constitution for the State of California has a provision for its amendment and/or repeal, and that it was NEVER constitutionally repealed pursuant to its own provision for repeal.

DECLARED MATERIAL FACT NO. 45.

It is also hereby Declared by the undersigned, Elmer Alvaro, that over the years, many of the State of California Executive Branch offices, agencies, departments, bureaus, and boards, have "adopted," in bulk, many, in-house, Administrative-Laws and/or quasi-laws, that are NOT under the basic, American, Law of the Land, and its Common-Law, but are rather, under the international, basic, Law of the Sea, and its

1 Roman, civil equity, law's. Such Roman international laws of the sea, civil equity laws,
2 DO NOT apply to the Elmer Alvaro and his private land.

3 **DECLARED MATERIAL FACT NO. 46.**

4 It is also hereby Declared by the undersigned, Elmer Alvaro, that this court has
5 any constitutionally valid contract for a governmentally created privilege, in the form of
6 a license, pass, permit, or franchise that has been granted, between Us and your
7 governmental office, or agency, in which Elmer Alvaro entered, only after Full
8 Disclosure of all obligations, duties, and responsibilities, associated with such an
9 Administrative-Law contract, and with a valuable consideration paid of a least one
10 American Dollar in silver coin, pursuant to the federal COINAGE ACT OF APRIL 2,
11 1792.

12 **DECLARED MATERIAL FACT NO. 47.**

13 It is also hereby Declared by the undersigned, Elmer Alvaro, that this court
14 cannot point to, nor recite any constitutionally valid law that would delegate any type of
15 Judicial control over the Sovereign People of America, or the Sovereign People of the
16 State of California.

17 **DECLARED MATERIAL FACT NO. 48.**

18 It is also hereby Declared by the undersigned, Elmer Alvaro, that this court,
19 cannot point to, or recite any constitutionally valid law that would delegate any type of
20 Judicial authority over the subject private land, wherein the Sovereign, Allodial, land
21 ownership, rights, title, interest, estate, use, and control once held by the United States
22 of America and later quitclaim transferred directly to the private sector with a United
23 States Land Patent, that was without a reservation of ANY rights, title, interest, use, and
24 control, reserved or transferred to the State of California, or any of its legislative,
25 executive, OR JUDICIAL branches, departments, or political subdivisions such as Los
26 Angeles County, or the COUNTY OF LOS ANGELES, clearly stated directly on the
27 subject United States Land Patent.

DECLARED MATERIAL FACT NO. 49.

It is also hereby Declared by the undersigned, Elmer Alvaro, that there is absolutely no constitutionally valid contract, in the record, that would place me or the subject private land under any Law of the Sea, Administrative-Law of the State of California, or any of its Legislative, Executive, OR JUDICIAL Branch, or Departments, or any of its political subdivisions – counties or cities, etc. et al.

DECLARED MATERIAL FACT NO. 50.

It is also hereby Declared by the undersigned, Elmer Alvaro, that the subject United States Land Patent that FOREVER quitclaim-transferred ALL Sovereign, Allodial, land ownership, rights, title, interest, use, and control constitutionally held by the United States of America as it's Public Domain Land, directly to the private sector, did not, repeat DID NOT, clearly state ANY Reservation of any type of rights, title, interest, use, or control to go to the State of California, its Legislative, Executive, OR JUDICIAL Departments, or Branches, or to any of its political subdivisions-counties or cities, etc. et al.

DECLARED MATERIAL FACT NO. 51.

It is also hereby Declared by the undersigned, Elmer Alvaro, that all of the above-mentioned issues are closely related to the protection of the Supremacy Clause of the Constitution for the United States of America at Article VI, paragraph 2, which clearly states, to wit:

"[1] This [federal] constitution, and [2] the [constitutionally valid] laws of the United States which shall be made in pursuance thereof; and [3] all [constitutionally valid] treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges [located] in every state shall be bound thereby, any thing in the constitution or laws of any state to the contrary notwithstanding." (Emphasis added).

DECLARED MATERIAL FACT NO. 52.

It is also hereby Declared by the undersigned, Elmer Alvaro, that there is absolutely no constitutionally valid STATE OF CALIFORNIA, or COUNTY OF LOS ANGELES, or DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee, Law of the Sea, Administrative-Law, or quasi-law, that can lawfully supersede the above-mentioned Supremacy Clause, the related 1848 A.D. international Treaty of Guadalupe Hidalgo, the federal Congressional Township Survey laws, and related United States Land Patent laws, which FOREVER quitclaim-transferred ALL Sovereign, Allodial, land ownership, rights, title, interest, use, and control of the United States of America Public Domain Land, directly to the private sector with its United States Homestead Grants, United States Desert Entry Grants, United States Cash Entry Grants, United States Mining Claim Grants, United States Military Warrant Grants, and United States Railroad Grants.

DECLARED MATERIAL FACT NO. 53.

It is also hereby Declared by the undersigned, Elmer Alvaro, that the DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee, violated my Fourth Amendment guaranteed and secured Right to my Expectation of Privacy, and to be secure in my person, house, papers and effects, without an Affidavit of Probable Cause in the record, alleging a criminal Mens Rae, (bad in itself) Common-Law Felony, the only type of 'crime,' known in 1789 A.D. when the Founding Fathers drafted the first ten amendments to the 1787 A.D. Constitution for the United States of America also known as the Bill of Rights, as Congress had not yet met in Congress assembled to pass or adopt future Mens Prohibita, quasi-laws as Statutes-at-Large or later Revised Statutes, clearly indicating the intent of the original law makers at the time.

MEMORANDUM OF LAW REGARDING AFFIDAVITS

1 TRUSLOW v. WOODRUFF 60 Cal Rptr 304, "When no facts are filed in
2 opposition . . . , trial court is entitled to accept as true the facts alleged in
3 movant's *affidavits* if such facts are within affiant's personal knowledge and
4 are ones to which she could competently testify. West's Ana Code.Civ. Proc.
5 section 437c.

6 LEO F. PIAZZA PAVING CO. v. FOUNDATION. ETC. Cal.Rptr. 265, "
7 . . . , failure to file an affidavit cannot be remedied by resort to pleadings;
8 adverse party must file affidavit in opposition showing sufficient facts to
9 substantiate her allegations." (Emphasis added)

10 LELTER v. SELTZER, 80 Cal.rptr. 686, "Where party against whom
11 motion for summary judgment is made files no counter affidavit, trial court
12 is entitled to accept as true allegations of movant's affidavit and must assume
13 that other party either cannot dispute truth of statements in such document
14 or cannot controvert them." (Emphasis added).

STATEMENT OF FACTS

17 **STATEMENT OF FACT, NO. 1.**

18 Cross-Plaintiff's lawful name is Elmer Alvaro, as specifically spelled in all
19 contracts in upper *AND* lower case letters as shown in the line above.

20 **STATEMENT OF FACT, NO. 2.**

21 Cross-Plaintiffs (Upper and lower case spelling) name Elmer Alvaro is
22 NOT the same contractual legal entity as the all UPPER case spelled entity
23 ELMER ALVARO.

STATEMENT OF FACT, NO. 3.

Cross-Plaintiff is over the age of twenty-one years, and has personal knowledge of the matters set forth herein, of which he can competently testify.

STATEMENT OF FACT, NO. 4.

Cross-Plaintiff states that all of the facts set forth herein, are accurate, and correct, and admissible as evidence.

STATEMENT OF FACT, NO. 5.

Cross-Plaintiff is currently not a member of, or participant in any Armed Forces, or military of the United States, or the Armed Forces, or military of any other nation, or country.

STATEMENT OF FACT, NO. 6.

Cross-Plaintiff is domiciled in the county of Los Angeles and in the state of California also known as the California Republic.

STATEMENT OF FACT, NO. 7.

Cross-Plaintiff receives his written communication and correspondence through the regular United States Postal Service, addressed as follows:

**Elmer Alvaro
2118 Crenshaw Blvd.
Los Angeles, California
Postal Zone 90016**

STATEMENT OF FACT, NO. 8.

On or about the May 23, 2007, INDYMACK BANK, FSB., and its President and/or C.E.O., advertised to the public that they had in their possession, money to lend.

STATEMENT OF FACT, NO. 9.

Thereafter, the Cross-Plaintiff, relying upon the INDYMACK BANK, FSB. advertised offer, accepted the offer.

STATEMENT OF FACT, NO. 10.

INDYMACK BANK, FSB., thereafter drew up a contract, Promissory Note and Deed of Trust to which Plaintiff relied upon as to be correct, and not misleading or false and fully disclosed in all details.

STATEMENT OF FACT, NO. 11.

Thereafter, on or about the middle of May 23, 2007, Cross-Plaintiff signed the contract, Promissory Note and Deed of Trust to property, with his name specifically written in upper AND lower case letters, and not in all UPPER CASE LETTERS as was shown on the foreclosure papers - a major legal distinction being made.

STATEMENT OF FACT, NO. 12.

Thereafter, the INDYMACK BANK, FSB., by their consent and agreement, endorsed the Promissory Note as one would a check, opened an account in the name of the Cross-Plaintiff by forging Elmer Alvaro's signature without his knowledge or consent and deposited the amount listed on the note as an asset. Thereafter INDYMACK BANK, FSB., then used this account as an asset to fund the alleged loan. This action was much like what a counterfeiter would do to create unlawful money in that. INDYMACK BANK, FSB. knew that there was no lawful money in the account for them to loan. This action also violated the lawful bookkeeping procedure known as GENERAL ACCEPTED ACCOUNTING PRINCIPLES (GAAP) by listing the alleged loan as a company asset of its face amount of the promissory note, but without also listing a

1 corresponding liability, presenting a bookkeeping defect upon the corporate
2 books, thereby being unbalanced.

3 **STATEMENT OF FACT, NO. 13.**

4 Thereafter, the INDYMACK BANK, FSB. sent through the mail monthly
5 bills/demands for the Plaintiff to PAY a certain amount or they would foreclose
6 on the property listed on the deed of trust – which is a case of Criminal Mail
7 Fraud.

8 **STATEMENT OF FACT, NO. 14.**

9 Thereafter INDYMACK BANK, FSB. sold/transferred the note and deed
10 of trust to ONEWEST BANK, Inc. with the full knowledge of its President and/or
11 C.E.O.

12 **STATEMENT OF FACT, NO. 15.**

13 Then ONEWEST BANK, sold/transferred the loan to DUETSCHKE BANK
14 NATIONAL TRUST COMPANY, AS TRUSTEE.

15 **STATEMENT OF FACT, NO. 16.**

16 Then DUETSCHKE BANK NATIONAL TRUST COMPANY, AS
17 TRUSTEE, sold the loan to Cross-Defendant DEUTSCHE BANK NATIONAL
18 TRUST COMPANY, as Trustee.

19 **STATEMENT OF FACT, NO. 17.**

20 Plaintiff is now fearful that he was intentionally or mistakenly led or duped
21 into becoming a participant in the above money laundering scheme.

22 **STATEMENT OF FACT, NO. 18.**

23 Then Cross-Defendant, DEUTSCHE BANK NATIONAL TRUST
24 COMPANY, as Trustee, through its President and/or C.E.O., sent through the
25 United States Mail, a document entitled; "NOTICE OF TRUSTEE'S SALE".
26

1
2 **STATEMENT OF FACT, NO. 19.**

3 The alleged lawful sale of the home was held on December 28, 2011.

4 **STATEMENT OF FACT, NO. 20.**

5 All of the Cross-Defendants actions were done as a conspiracy to commit
6 fraud upon the Cross-Plaintiff, and Cross-Defendants actions have now caused
7 the Cross-Plaintiff injury, not only intrinsic injury, but injury to his credit, injury
8 to his good name and injury to his body by stress and anguish.

9 **STATEMENT OF FACT, NO. 21.**

10 The above facts can be affirmatively proved, not only because of the Cross-
11 Defendants lack of the ability to produce any verified, (sworn to under oath),
12 accounting of the account and the amount allegedly owed, but by the inability to
13 produce truthful records as to where the alleged lawful money that was to be
14 loaned was before it was transferred.

15 **STATEMENT OF FACT, NO. 22.**

16 The alleged "loan" was fraudulently funded with so-called "funds" that
17 were "created" by the original, so-called lender, Defendant, INDYMACK BANK,
18 FSB., allegedly a California Corporation, from money laundering, by the
19 fraudulent use of Cross-Plaintiff's signature on their original document entitled,
20 PROMISSORY NOTE. This is nothing more than the crime clearly stated as the
21 main element of Title 18 Money Laundering, or "the transfer of funds to a
22 legitimate entity without being able to trace the source of the funds transferred."
23 It appears that now Elmer Alvaro, is being used in a criminal, fraudulent money
24 laundering scheme, and when he found out he refused to participate in it any
25 longer.
26

STATEMENT OF FACT, NO. 23.

The original so-called lender, Cross-Defendant, INDYMACK BANK, FSB., allegedly a California Corporation, did NOT, as a matter of law, lend Elmer Alvaro, any money or funds of their stock holders, investors, depositors, or from a pool of loan money.

STATEMENT OF FACT, NO. 24.

The original so-called lender, Defendant, INDYMACK BANK, FSB., allegedly a California Corporation, invested no more than \$2,000, in credit checks, title searches, secretarial services, etc., in the criminal "creation" of their alleged "loan".

STATEMENT OF FACT, NO. 25.

The original so-called lender, Cross-Defendant, INDYMACK BANK, FSB., allegedly a California Corporation, was reimbursed their total cost, after the first few required monthly payments were received.

STATEMENT OF FACT, NO. 26.

The original so-called lender, Cross-Defendant, INDYMACK BANK, FSB., allegedly a California Corporation, was never injured in any way regarding any payment history of the subject "loan".

STATEMENT OF FACT, NO. 27.

The original so-called lender, Cross-Defendant, INDYMACK BANK, FSB., deposited the subject signed PROMISSORY NOTE, in a special account, with an all capital letter entity, identified as ELMER ALVARO, which is NOT the same entity as the one who signed his name in upper AND lower case letters as did Cross-Plaintiff Elmer Alvaro.

STATEMENT OF FACT, NO. 28.

The original so-called lender, Cross-Defendant, INDYMACK BANK, FSB., allegedly a California Corporation, then violated the lawful and mandated bookkeeping procedure known as GENERAL ACCEPTED ACCOUNTING PRINCIPALS (G.A.A.P.) by listing the alleged "loan" as a "company asset", using the face amount of the original PROMISSORY NOTE, but, WITHOUT also listing a corresponding and mandatory "liability", presenting a bookkeeping, criminal defect indicating that the corporate books were NOT balanced.

STATEMENT OF FACT, NO. 29.

The original so-called lender, Cross-Defendant, INDYMACK BANK, FSB., allegedly a California Corporation, after servicing their alleged loan, then sold their alleged "loan" for an origination fee, to Defendant, INDYMACK BANK, FSB., thereafter servicing the alleged loan wherein they all became co-conspirators, and new parties who then continued the sham.

STATEMENT OF FACT, NO. 30.

Foreclosing and selling the private land and house, was an act of "Conversion" whereby the above named defendants converted their fraudulent paper for the bricks and mortar of Elmer Alvaro's private land and house, after they had been completely reimbursed for any in-house costs developing and creating their allege "loan".

STATEMENT OF FACT, NO. 31.

A complete DISCHARGE of the alleged "loan" would leave all named defendants completely and totally uninjured, as they have collected much more "funds" than they had originally expended in the creation and servicing of the subject alleged "loan".

STATEMENT OF FACT, NO. 32.

By the Cross-Defendants mailing demands for payments and a Notice of Foreclosure, they have committed Mail Fraud, and are also guilty of Wire Fraud, as they have recorded their telephone conversations with the Cross-Plaintiff. They are also guilty of Criminal Solicitation, and the Cross-Plaintiff has now taken steps to remove himself from this conspiracy, fraud and crime, but only to his detriment.

STATEMENT OF FACT, NO. 33.

DEMAND is hereby made for the named Cross-Defendants, in their answer, to produce admissible evidence indicating where the subject "loan money" came from, who they got it from, and where did it come from before that.

STATEMENT OF FACT, NO. 34.

DEMAND is hereby made for any of the above named Cross-Defendants who may have contrary information to the above statement of facts, to present them into the record, and to show how they would be financially injured by the complete and total DISCHARGE of their alleged "loan".

FIRST CAUSE OF ACTION

Lack and want of Fifth Amendment Due Process of law.

All of the above facts located on pages 1 through 41 are incorporated herein by this reference.

Elmer Alvaro, had a right to Fifth Amendment Due Process of Law, Notice regarding Full Disclosure of the fact that it was Elmer Alvaro's own autograph that created the "NEW MONEY," that was used to fund the alleged loan, and that the original alleged lender was fully compensated by the Federal Reserve, or the United States treasury within 14 days after the closing.

1 The opposition, Cross-Defendant, DEUTSCHE BANK NATIONAL TRUST
 2 COMPANY, as Trustee had an obligation, duty, and responsibility, as an agent of
 3 the original lender to provide Fifth Amendment Due Process of Law Notice
 4 regarding Full Disclosure of the fact that it was Elmer Alvaro's autograph, that
 5 was originally monetized to fund the original alleged loan and that the alleged
 6 lender was fully compensated by the Federal Reserve, or the United States
 7 Treasury within 14 days after the closing.

8 It is because of the deprivation of the above-mentioned right to Due
 9 Process of Law that Elmer Alvaro has been injured and is entitled to the damages
 10 requested below.

11 **SECOND CAUSE OF ACTION**

12 Lack and want of Fifth Amendment Due Process of law.

13 All of the above facts located on pages 1 through 42 are incorporated
 14 herein by this reference.

15 Elmer Alvaro, had a right to rely upon more than 200 years of American
 16 law and jurisprudence regarding the United States land patent that quitclaim
 17 transferred all sovereign, allodial, land ownership rights, title, interest, estate, use,
 18 and control formerly held by the government for the United States of America
 19 and to rely on the fact that no such rights were ever transferred or reserved to any
 20 state, or any legislative department, executive department, or judicial department,
 21 or any of its courts of record, or administrative law tribunals.

22 The opposition, Cross-Defendant DEUTSCHE BANK NATIONAL TRUST
 23 COMPANY, as Trustee, had a constitutional duty to recognize and comply with
 24 Elmer Alvaro's, right to rely upon more than 200 years of American law and
 25 jurisprudence regarding the United States land patent that quitclaim transferred all
 26

1 sovereign, allodial, land ownership rights, title, interest, estate, use, and control
 2 formerly held by the government for the United States of America and to rely on
 3 the fact that no such rights were ever transferred or reserved to any state, or any
 4 legislative department, executive department, or judicial department, or any of its
 5 courts of record, or administrative law tribunals.

6 It is because of the deprivation of the above-mentioned right to Due
 7 Process of Law that Elmer Alvaro has been injured and is entitled to the damages
 8 requested below.

9 **PRO SE STATUS OF DEFENDANT AND CROSS-PLAINTIFF**

10 AGAIN. While Defendant and Cross-Plaintiff Elmer Alvaro, has attempted to
 11 draft, file, and serve this Subject Matter Jurisdictional Challenge according to his best
 12 knowledge, understanding, information, and belief regarding his Unalienable Rights as
 13 originally declared in the 1776 A.D., Unanimous Declaration of Independence, and as
 14 later protected by the American Law of the Land, and its Common-Law, he sincerely
 15 believes that he can justifiably rely, if necessary, on the old MAXIM that clearly states:
 16 **"Substance is more important than Form,"** and he also believes that he can also
 17 justifiably rely on the UNITED STATES SUPREME COURT Case, entitled, Haines v.
 18 Kerner, 1972, 404 U.S. 519, 30 L. Ed. 2d 652, 92 S. Ct. 594, 496, Reh. Den., 405 U.S.
 19 948, 30 L. Ed. 2d 918, 92 S. Ct. 963, which clearly states, to wit:

20 **"Pro se complaints are held to less stringent standards than formal**
 21 **pleadings by lawyers, and regardless of who represents the Plaintiff, a**
 22 **motion to dismiss is not to be granted unless it appears beyond doubt that**
 23 **the Plaintiff can prove no set of facts which would entitle them to relief."**

24 **FIRST AMENDMENT, FEDERAL QUESTION,**

25 **REQUEST FOR REDRESS OF GRIEVANCE.**

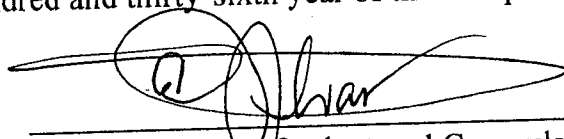
26 Elmer Alvaro hereby requests this Honorable Court to award the following:

REQUEST FOR REDRESS OF GRIEVANCE.

Elmer Alvaro hereby requests this Honorable Court to award the following:

1. An Order to Dismiss the subject Unlawful Detainer case for being in the clear, total, and complete absence of all Subject Matter Jurisdiction.
2. An Order to Set Aside the subject Foreclosure Sale due to fraud, deceit, and misrepresentation of the source of the original alleged loan funds.
3. An Order to Re-convey the subject Title to the subject private land to Elmer Alvaro.
4. An Order of 500,000.00 in the MONEY OF ACCOUNT OF THE STATE OF CALIFORNIA, for each Cause of Action, as Damages to Elmer Alvaro for the above-mentioned injuries.

Executed by the voluntary act of My own hand in old original, underlying, Los Angeles Township, located in the original, 1849 A.D. California Republic, and dated this tenth day of the ninth month, in the year two thousand and twelve, Anno Domini, in the two-hundred and thirty-sixth year of the Independence of America.



Elmer Alvaro, Defendant and Compulsory Cross-Plaintiff In Pro Se

ATTACHMENT
AFFIRMATIVE DEFENSES

AS A FIRST AFFIRMATIVE DEFENSE to the complaint, this answering defendant alleges that he is not personally liable for any debt to the alleged creditor in that any credit extended was extended to a different entity, which upon information and belief is now defunct, and not to the defendant personally, and defendant never guaranteed any payment to the alleged creditor.

AS A SECOND AFFIRMATIVE DEFENSE to the complaint, there is no admissible evidence in the record that indicates that the plaintiff is entitled to payment from defendant.

AS A THIRD AFFIRMATIVE DEFENSE to the complaint, this answering defendant is informed and believes, and on such basis alleges that the Trustee's Deed upon sale is void and was based on a wrongful foreclosure.

AS A FOURTH AFFIRMATIVE DEFENSE to the complaint, Plaintiff is not a bona fide purchaser for value and has no beneficial interest in the alleged debt.

AS A FIFTH AFFIRMATIVE DEFENSE to the complaint, the debt was fully discharged by an Electronic Funds Transfer instrument (offer to pay).

AS A SIXTH AFFIRMATIVE DEFENSE to the complaint, defendant alleges that Plaintiff lacks standing to sue in that it is not a real party in interest.

AS A SEVENTH AFFIRMATIVE DEFENSE to the complaint, Plaintiff's complaint fails to state a cause of action for an Unlawful Detainer.

AS A EIGHTH AFFIRMATIVE DEFENSE to the complaint, this answering Defendants is informed and believes, and on such basis alleges that any recovery of the parties against this Defendant is barred by provisions of California Civil Code, Section 3333.4.

1 AS A NINTH AFFIRMATIVE DEFENSE to the complaint, this answering
2 Defendant is informed and believes, and on such basis alleges, that Plaintiff is barred
3 because Plaintiff comes with unclean hands.

4 AS A TENTH AFFIRMATIVE DEFENSE to the complaint, this answering
5 Defendant is informed and believes, and on such basis alleges, that this answering
6 Defendant cannot fully anticipate all of affirmative defenses that may be applicable to
7 this action based upon the conclusory terms used in the complaint. Although this
8 answering Defendant expressly reserves the right to insert additional defenses if and to
9 the extent that such affirmative defenses become applicable.

10 AS A ELEVENTH AFFIRMATIVE DEFENSE to the complaint, through its
11 conduct, acts, and commissions, Plaintiff caused Defendant to change his position and
12 to act to his detriment and prejudice. Plaintiff is therefore estopped from asserting
13 claims set forth in its complaint.

14 AS A TWELFTH AFFIRMATIVE DEFENSE to the complaint, Defendant is
15 informed and believes, and upon such information and belief alleges, that Plaintiff is not
16 entitled to any interest, or attorneys fees under any written contract or statute.

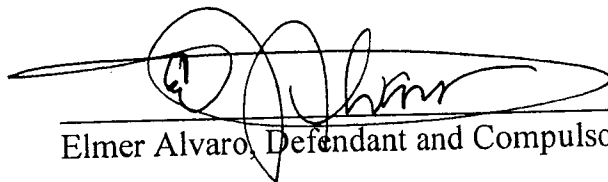
17 AS A THIRTEENTH AFFIRMATIVE DEFENSE to the complaint, Defendant is
18 informed and believes, and upon such information and belief alleges, the attorney who
19 signed the complaint is not knowledgeable of the facts of this case, and filed a frivolous
20 lawsuit against defendant and should be held liable for filing this vexatious, frivolous
21 lawsuit and should be sanctioned and ordered to pay defendant damages and reimburse
22 Defendant for their fees and costs of suit.

VERIFICATION

Elmer Alvaro, the undersigned, declare that: Elmer Alvaro has read the foregoing **FIRST AMENDED VERIFIED ANSWER TO COMPLAINT UNDER PROTEST, SUBJECT MATTER JURISDICTIONAL CHALLENGE, AND COMPULSARY CROSS-COMPLAINT TO SET ASIDE THE TRUSTEE'S SALE AND DISMISS THE PLAINTIFFS COMPLAINT DUE TO THE PREVIOUS TOTAL DISCHARGE OF THE SUBJECT LOAN, AND DUE TO THE CLEAR, TOTAL, AND COMPLETE LACK AND WANT OF SUBJECT MATTER JURISDICTION OVER THE SUBJECT PRIVATE LAND**, and know the contents thereof.

Elmer Alvaro is a party to the above entitled action or proceeding, and certifies that the matters stated therein are facts of my own knowledge.

Elmer Alvaro declares under the penalty of perjury of the Laws of the California Republic state and *these* United States of the America, that the foregoing is correct and complete to the best of my knowledge, information, and belief, and that this Verification is executed by the voluntary act of My own hand in Los Angeles Township, the California Republic, and dated this tenth day of the ninth month, in the year two thousand and twelve, Anno Domini, in the two-hundred and thirty-sixth year of the Independence of America.



Elmer Alvaro, Defendant and Compulsory Cross-Plaintiff In Pro Se

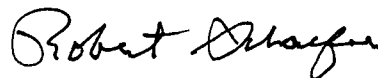
PROOF OF SERVICE BY MAIL

I live in San Bernardino County, state of California. I'm over the age of 18 years and not a party to the within action.

I served the following document entitled, **FIRST AMENDED VERIFIED ANSWER TO COMPLAINT UNDER PROTEST, SUBJECT MATTER JURISDICTIONAL CHALLENGE, AND COMPULSARY CROSS-COMPLAINT TO SET ASIDE THE TRUSTEE'S SALE AND DISMISS THE PLAINTIFFS COMPLAINT DUE TO THE PREVIOUS TOTAL DISCHARGE OF THE SUBJECT LOAN, AND DUE TO THE CLEAR, TOTAL, AND COMPLETE LACK AND WANT OF SUBJECT MATTER JURISDICTION OVER THE SUBJECT PRIVATE LAND**, by placing a time correct copy in an envelope with full postage placed thereon, in a PO Box service by the United States Postal Service, and addressed as follows:

**DESS RICHARDSON, Esquire
RICHARD SONTAG, Esquire
RUZICKA & WALLACE, LLP
16520 Bake Parkway, Suite 280
Irvine, California 92618**

Executed by the voluntary act of my own hand in San Bernardino County, in the California Republic, and dated this ~~tenth~~ ^{EIGHTEENTH} day of the ninth month, in the year two thousand and twelve, Anno Domini, in the two-hundred and thirty-sixth year of the Independence of America.



VERIFIED ANSWER TO COMPLAINT UNDER PROTEST, SUBJECT MATTER JURISDICTIONAL CHALLENGE, AND COMPULSARY CROSS-COMPLAINT TO SET ASIDE THE TRUSTEE'S SALE AND DISMISS THE PLAINTIFFS COMPLAINT DUE TO THE PREVIOUS TOTAL DISCHARGE OF THE SUBJECT LOAN, AND DUE TO THE CLEAR, TOTAL, AND COMPLETE LACK AND WANT OF SUBJECT MATTER JURISDICTION OVER THE SUBJECT PRIVATE LAND

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Dean D. Pregerson and the assigned discovery Magistrate Judge is Charles Eick.

The case number on all documents filed with the Court should read as follows:

CV12- 8028 DDP (Ex)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☐ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEETI (a) PLAINTIFFS (Check box if you are representing yourself ☐)DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS TRUSTEE OF THE
HOME EQUITY MORTGAGE LOAN AND
BACK TRUST SERIES.

DEFENDANTS

Eimer Alvaro

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

2118 CRENSHAW BLVD
LOS ANGELES, CAL 90016

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No

MONEY DEMANDED IN COMPLAINT: \$ 1,000,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

FIFTH AMENDMENT DUE PROCESS - DENIAL OF DUE PROCESS

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	PERSONAL INJURY	PERSONAL PROPERTY	PRISONER	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input checked="" type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General Habeas Corpus	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 891 Agricultural Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee		<input type="checkbox"/> 690 Other	<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 240 Torts to Land				<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 245 Tort Product Liability				
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 290 All Other Real Property				
<input type="checkbox"/> 950 Constitutionality of State Statutes					

FOR OFFICE USE ONLY: Case Number

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES	

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties
Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER): 

Date 9-18-2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))